

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 13, 2016

NOTES:

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

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

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

PROCEDURES:

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

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

2. CITY'S VISION/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - August 9, 2016 City Council Regular Meeting. 
- Minutes - August 10, 2016 City Council Special Meeting. 
- Approval of Proclamation, National Employer Support of the Guard and Reserve Week, September 11-17, 2016. 
- Approval of Proclamation, Constitution Week, September 17-23, 2016. 
- AB 2114 Approval of two utility easements for Arizona Public Service Company for the Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant. 
- AB 2138 Approval of authorization for the City to contract with Clarion Associates, LLC to provide professional services to update the Sedona Land Development Code. 
- AB 2145 Approval of award of a design contract with Woodson Engineering & Surveying, Inc. in the approximate amount of \$143,100 for the Sanborn Drive - Thunder Mountain Road Overlay Project. 
- AB 2092 Approval of award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for construction of drainage improvement projects (including projects for the Coffee Pot Drainage Basin and the Brewer Road/Tlaquepaque area of Soldier Wash). 
- AB 2148 Approval of a Special Event Liquor License for Canned Sedona and 2 Wine Festival Licenses for Alcantara, LLC and Javelina Leap Estate Vineyard for a fundraising event scheduled for Sunday, October 2, 2016, located at Tlaquepaque, 336 State Route 179, Sedona, AZ. 
- AB 2149 Approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for an event scheduled for Saturday, October 22, 2016, located at Posse Grounds Park, 525 Posse Ground Road, Sedona, AZ. 
- AB 2150 Approval of a Special Event Liquor License for a Red Earth Theatre exhibition and live performance event scheduled for Friday, September 30, 2016, located at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ. 
- AB 2152 Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012). 
- AB 2153 Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001). 
- AB 2154 Approval of a Remote Tasting Room License for Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009). 
- AB 2155 Approval of an Extension of Premises/Patio Permit for Sedona Rouge, LLC/Reds located at 2250 W. SR 89A, Sedona, AZ (License #11133017). 
- AB 2158 Approval of a Special Event Liquor License for the Sedona Chamber of Commerce for an event scheduled for Thursday, October 27, 2016, located at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ. 
- AB 2136 Approval of a contract with Albert Holler & Associates to perform sales tax audits on behalf of the City and to update the City Tax Code. 

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Page 2, City Council Meeting Agenda Continued

4. APPOINTMENTS

- a. AB 2156 **Discussion/possible action** regarding the appointment of a member to the Public Safety Personnel Retirement System Local Board. 

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

- a. Presentation of Proclamation, National Employer Support of the Guard and Reserve Week, September 11-17, 2016.
- b. Presentation of Proclamation, Constitution Week, September 17-23, 2016.

8. REGULAR BUSINESS

- a. AB 2131 **Discussion/possible direction** regarding Docket E-01345A-16-0036, the rate case filed with the Arizona Corporation Commission by Arizona Public Service on June 1, 2016. 
- b. AB 2151 **Discussion/possible action** regarding a resolution approving the canvass of the City's Primary Election held on August 30, 2016. 
- c. **Reports/discussion** on Council assignments.
- d. **Discussion/possible action** on future meeting/agenda items.

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

Posted: _____

By: _____ Susan L. Irvine, CMC
City Clerk

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

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

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, August 9, 2016, 4:30 p.m.

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

Mayor Moriarty called the meeting to order at 4:30 p.m.

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

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Public Works Director & City Engineer Andy Dickey, Associate Engineer James Crowley, Parks & Recreation Manager Rachel Murdoch, Arts & Culture Coordinator Nancy Lattanzi, Economic Development Director Molly Spangler, Wastewater Director Charles Mosley, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

A video of the City's vision was played. Nancy Lattanzi introduced Sedona resident Dianne Springfield who is principal cellist with Verde Valley Sinfonietta. Dianne played "Summertime" from George Gershwin's "Porgy & Bess".

3. Consent Items

- a. **Minutes - July 26, 2016 City Council Special Meeting.**
- b. **Minutes - July 26, 2016 City Council Regular Meeting.**
- c. **AB 2135 Approval of recommendation regarding a new Series 11 Hotel/Motel Liquor License for Courtyard located at 4105 West State Route 89A, Sedona, AZ (License #11133036).**
- d. **AB 2141 Approval of 19 Wine Festival Liquor License applications for the Sedona Winefest scheduled for September 24 & 25, 2016, from 11:00 a.m. to 6:00 p.m. at Posse Ground Park, 525 Posse Ground Road, Sedona, AZ for the following: Alcantara LLC, Arizona Stronghold Vineyards LLC, Burning Tree Cellars LLC, Caduceus Cellars, Carlson Creek Vineyard LLC, Cellar 433, Chateau Tumbleweed, Fire Mountain Wines LLC, Four Eight Wineworks, Javelina Leap Estate Vineyards, Manning & Manning Inc., Oak Creek Vineyards & Winery, Page Springs Cellars & Vineyards, Pierce Wines Arizona, Pillsbury Wine Company, Prescott Winery LLC, Southwest Wine Center, Su Vino Winery, and Village of Elgin Winery.**

Item 3d was pulled at the request of staff.

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

Pulled Consent Items

3d - AB 2141 Approval of 19 Wine Festival Liquor License applications for the Sedona Winefest scheduled for September 24 & 25, 2016, from 11:00 a.m. to 6:00 p.m. at Posse Ground Park, 525 Posse Ground Road, Sedona, AZ for the

following: Alcantara LLC, Arizona Stronghold Vineyards LLC, Burning Tree Cellars LLC, Caduceus Cellars, Carlson Creek Vineyard LLC, Cellar 433, Chateau Tumbleweed, Fire Mountain Wines LLC, Four Eight Wineworks, Javelina Leap Estate Vineyards, Manning & Manning Inc., Oak Creek Vineyards & Winery, Page Springs Cellars & Vineyards, Pierce Wines Arizona, Pillsbury Wine Company, Prescott Winery LLC, Southwest Wine Center, Su Vino Winery, and Village of Elgin Winery.

Comments from Mayor Moriarty.

Motion: Councilor Thompson moved to approve the Wine Festival Liquor License applications as presented for the Sedona Winefest scheduled for September 24 & 25, 2016, from 11:00 a.m. to 6:00 p.m. at Posse Ground Park, 525 Posse Ground Road, Sedona, AZ with the exception of Oak Creek Vineyards & Winery, Page Springs Cellars & Vineyards, and Southwest Wine Center. Final approval for these applications is conditioned upon issuance of a special event business license for each applicant no later than 5:00 p.m. on Thursday, August 18, 2016. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

4. Appointments – None.

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

Justin Clifton introduced the following new City employee: Community Services Aide Steven Enright. Councilor Jablow stated that they have raised \$88,000 for the 9-11 Memorial at Station 6 which is 99% complete. There will be a community luncheon on September 11th from noon to 1:00 p.m. with a dedication ceremony at 1:00 p.m. Councilor Williamson showed a booklet prepared by the Sedona Lodging Council titled "Nine Easy Hikes in Sedona". This will be sold locally for \$8.00, and the full price for purchase will be given to the Forest Service for local trail maintenance. The stands which will be displayed throughout the City were made by Steve Segner. Councilor Martinez stated that last Saturday was National Night Out hosted by the Sedona Police Department, and he and the Mayor served burgers and hot dogs at the event.

6. Public Forum – None.

7. Proclamations, Recognitions, and Awards - None.

8. Regular Business

a. AB 2112 Presentation/discussion on the "Senior Valuation Freeze" and "Exemptions for Disabilities and Widow/Widowers" Property Tax Assistance Programs by Pamela Pearsall, Yavapai County Assessor.

Item was canceled as Pamela Pearsall, Yavapai County Assessor, was unable to attend due to illness.

b. AB 2133 Discussion/possible direction regarding the master plan design for the Sedona Dog Park.

Presentation by Rachel Murdoch, James Crowley, and Andy Dickey.

Questions from Council.

Presentation and discussion only. No direction given.

c. AB 2143 Public hearing/discussion/possible action regarding a resolution and ordinance approving changes to the Consolidated Fee Schedule for fees related to the Posse Grounds Pavilion at Barbara Antonsen Park.

Presentation by Rachel Murdoch.

Questions from Council.

Opened the public hearing at 5:06 p.m.

Robin Kelley, Sedona, asked if there was tax on the rental fees.

Closed the public hearing and brought back to Council at 5:07 p.m.

Motion: Councilor Williamson moved to approve Resolution No. 2016-26 creating a public record entitled “2016 Amendments to the Sedona Consolidated Fee Schedule”. Seconded by Councilor Thompson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

Motion: After 1st reading, Councilor Williamson moved to approve Ordinance No. 2016-05 adopting proposed changes to the Consolidated Fee Schedule. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

Break at 5:09 p.m. Reconvened at 5:24 p.m.

d. AB 2140 Discussion/possible action regarding a Resolution of Intent to sign a Power Sales Contract with the Arizona Power Authority.

Presentation by Charles Mosley, Justin Clifton, and consultants Terry Urbine and Kelly Urbine from Current Insight, Inc.

Questions from Council.

Opened to the public at 6:10 p.m.

Robin Kelley, Sedona, asked if the APA fee would be passed onto the residents, where the studies or abstracts and terms for other municipalities can be found, if there is an out clause or shorter term available, and who governs/owns the Hoover Dam. She stated that she was not in favor of this as it was too dependent on an outside source.

Brought back to Council at 6:14 p.m.

Motion: Councilor Lamkin moved to approve Resolution 2016-27 declaring the intent of the City of Sedona, Arizona to sign a power sales contract with the Arizona Power Authority for the purchase of Hoover capacity and Hoover energy. Seconded by Councilor Thompson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

e. Reports/discussion on Council assignments – None.

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

Mayor Moriarty advised that there is a meeting tomorrow at 3:00 p.m.

9. Executive Session

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

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

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 6:19 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 9, 2016.

Susan L. Irvine, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, August 10, 2016, 3:00 p.m.**

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

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

2. Roll Call

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

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels Jr., City Clerk Susan Irvine, Deputy City Clerk JoAnne Cook.

3. Special Business

a. AB 2139 Discussion/possible action on the distribution of funding awards in the categories of community building, economic stimulation and arts & culture through the City's Small Grants Program for the 2017 fiscal year.

Introduction by Mayor Moriarty. Presentation by City Attorney Robert Pickels, Jr., Vince Fazio, Director of the Sedona Arts Center and Jessica Wesselhoff, President of the Sedona Chamber of Commerce & Tourism Bureau were available to answer questions from Council.

Opened to the public at 3:04 p.m.

Brought back to Council at 3:04 p.m.

Opened to agency representatives at 3:05 p.m.

Ron Maasen, Sedona, spoke on behalf of the Historical Society.

Moshe Bukshoan, Sedona, spoke on behalf of the Red Rock Music Festival.

David Frazer, Sedona, spoke on behalf of the Red Rock Music Festival.

Brynn Burkee Unger, Sedona, spoke on behalf of Chamber Music Sedona.

Winifred Muench, Village of Oak Creek, spoke on behalf of the Sedona Chamber Ballet.

Rick Wesselhoff, Sedona, spoke on behalf of the Rotary Club of Sedona Red Rocks.

Austin Gates, Sedona, spoke on behalf of the Humane Society.

Brought back to Council at 3:20 p.m.

Questions and comments from Council.

Opened to public at 4:50 p.m.

Stephanie Giesbrecht, Lower Loop Road area, spoke on behalf of the Small Grants Work Group.

Brought back to Council at 4:51 p.m.

Questions and comments from Council

By majority consensus, Council agreed to the funding allocations as listed below.

Organization	Requested	Committee Recommended	Council Funded
Chamber Music Sedona	\$15,000	\$11,500	\$11,500
Cornucopia Community Advocates	\$3,000	\$0	\$1,500
Gardens For Humanity	\$1,200	\$1,200	\$1,200
Humane Society of Sedona	\$3,000	\$3,000	\$500
Hummingbird Society	\$5,000	\$4,000	\$5,000
Verde Valley Caregivers Coalition - Mitzvah Day	\$2,000	\$2,000	\$2,000
Keep Sedona Beautiful	\$5,000	\$0	\$0
Red Rocks Music Festival	\$5,000	\$0	\$0
Rotary Club of Sedona Red Rocks	\$10,000	\$0	\$4,000
Sedona Arts Center - Artist in Residence	\$14,000	\$0	\$2,000
Sedona Arts Center-Community Arts Outreach	\$16,000	\$3,000	\$3,000
Sedona Arts Center - Plein Air Festival	\$15,000	\$7,000	\$10,000
Sedona Arts Festival	\$10,000	\$8,000	\$8,000
Sedona Chamber Ballet	\$10,000	\$10,000	\$10,000
Sedona Community Food Bank	\$9,300	\$0	\$9,300
Sedona Historical Society/Heritage Museum - <i>Veterans Day Tribute</i>	\$600	\$600	\$600
Sedona Historical Society/Heritage Museum - <i>Going Green Project</i>	\$4,200	\$0	\$0
Sedona International Film Festival	\$30,000	\$20,000	\$23,300
Sedona Marathon (Chamber of Commerce)	\$4,000	\$0	Withdrawn by applicant
Sedona Recycles	\$9,000	\$9,000	\$9,000
Sedona Red Rock Trail Fund	\$10,000	\$10,000	\$10,000
Sedona Swim Team	\$30,000	\$1,500	\$1,500
Sedona Visual Artists Coalition	\$15,000	\$10,000	\$10,000
Verde Valley Sinfonietta	\$8,000	\$8,000	\$8,000
Yavapai Big Brothers & Big Sisters	\$9,600	\$9,600	\$9,600
Yavapai Food Council	\$10,000	\$10,000	\$10,000
Total	\$253,900	\$128,400	\$150,000

Remaining Balance from			
\$150,000	\$21,600	\$0	

Sedona City Council
 Special Meeting
 Wednesday, August 10, 2016
 3:00 p.m.

Motion: Councilor Williamson moved to approve the distributions of the small grants program as modified today by Council. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

b. Discussion/possible action on Future Meeting/Agenda items- None

4. 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.

5. Adjournment

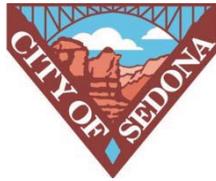
Mayor Moriarty adjourned the meeting at 5:00 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 10, 2016.

JoAnne Cook, Deputy City Clerk

Date

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City of Sedona Proclamation Request Form

Full Name of Contact Person	Krista Titus
Contact Phone Number	602-629-4387
Contact Mailing Address	5636 E McDowell Rd Phoenix, AZ 85008
Contact Email Address	krista.l.titus.ctr@mail.mil
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Employer Support of the Guard and Reserve Week
Website Address (if applicable)	www.esgr.mil/az
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Justin Clifton
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	September 11-17, 2016
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Local contact will be Luke Sefton, Employer Outreach Coordinator - 928-646-3494 - ls@sefengco.com. He will be present to accept proclamation.

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

ESGR, a Department of Defense agency, was established in 1972 to promote cooperation and understanding between Reserve Component Service members and their civilian employers and to assist in the resolution of conflicts arising from an employee's military commitment. ESGR is supported by a network of more than 4,900 volunteers in 54 committees located across all 50 states, the District of Columbia, Guam-CNMI, Puerto Rico and the U.S. Virgin Islands. Volunteers, hailing from small business and industry, government, education and prior military service bring a vast wealth of experience to assist in serving employers, service members and their families. Together with Headquarters ESGR staff and a small cadre of support staff for each State Committee, volunteers work to promote and enhance employer support for military service in the Guard and Reserve.

ESGR has served our country for more than 40 years, fostering a culture in which all employers support and value the employment and military service of members of the National Guard and Reserve in the United States. These citizen warriors could not defend and protect us at home and abroad without the continued promise of meaningful civilian employment for themselves and their families. ESGR has continued to adapt to meet the needs of Reserve C

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

During the week of September 11-17, 2016 the Top 15 employers from across the country will be nationally recognized by the Secretary of Defense. We would like to declare this week as Employer Support of the Guard and Reserve Week in support of these outstanding employers.

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

Office of the Mayor
City of Sedona, Arizona



Proclamation
NATIONAL EMPLOYER SUPPORT OF THE GUARD AND RESERVE WEEK
SEPTEMBER 11-17, 2016

WHEREAS, National Guard and Reserve forces comprise nearly half of our nation's military strength and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and

WHEREAS, employers provide critical support to members of the National Guard and Reserve; allowing Citizen Soldiers to serve whenever the Nation calls, often foregoing financial gain and making sacrifices in the process; and

WHEREAS, employer support is stronger than ever, more than 42 years after President Richard Nixon authorized the Secretary of Defense to establish the National Committee for Employer Support of the Guard and Reserve (ESGR); and

WHEREAS, our nation is in debt to the Citizen Soldiers departing the comforts of home to ensure our freedoms remain intact. Likewise, America pays special tribute to the commitment of dedicated and supportive employers who continue to make service in the Reserve Components possible.

NOW THEREFORE, I, Sandy Moriarty, Mayor of the City of Sedona, on behalf of the Sedona City Council, do hereby declare September 11–17, 2016 as National Employer Support of the Guard and Reserve week.

Issued this 13th day of September, 2016.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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City of Sedona Proclamation Request Form

Full Name of Contact Person	Roberta Rust
Contact Phone Number	480-294-7241
Contact Mailing Address	20 Rue de Lynn Lane Sedona 86336
Contact Email Address	bertier1@earthlink.net
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	NSDAR Oak Creek Chapter wish to address "Proclamation" application to recognized "National Constitution Week".
Website Address (if applicable)	www.oakcreek.arizonadar.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Sandy Moriarty Mayor John Martinez Vice Mayor
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	<input checked="" type="checkbox"/> Presentation at Meeting <input type="checkbox"/> Pick up Proclamation
If you would like the Proclamation presented at a Council meeting, please provide the full name and contact information (phone number and email address) of the party who will accept it on behalf of the group.	Donna Pratt NSDAR Oak Creek Chapter Regent email donnapratt@centurylink.net dipratt2300@gmail.com telephone 928-282-6428

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

The National Society of the Daughters of the American Revolution (Oak Creek Chapter) wish to address, "Proclamation" application with the City of Sedona, to recognize "National Constitutional Week" (Sept. 17- 23 2016). Public Law 915 guarantees the issuing of a proclamation each year for "National Constitutional Week" is recognized by our President of the United States each year "National Constitutional Week" designating (Sept. 17-23 2016). We are asking our citizens to reaffirm the "Ideas" the framers of the "Constitution" had in 1787. The NSDAR chapter members place a display on the "Constitution in the Sedona Library between Sept. 17-23 2016). There will be information on the Constitution left in the library for the children to look and read about our Nation's Constitution.

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

The National Society of Daughters of The American Revolution was founded 1890 and is headquartered in Washinton D.C. The NSDAR is non-profit, non-political, and a volunteer women's service organization dedicated to promoting patriotism, preserving "American History" and securing American future for a better education for children and community. The "Oak Creek Chapter" was founded June 26, 2006. The Chapter was preceded by the Kachina Chapter, which was established 1970. Several of the original members are still active in our chapter.

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

Office of the Mayor
City of Sedona, Arizona



Proclamation
CONSTITUTION WEEK
September 17 through 23, 2016

WHEREAS, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations that will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, SANDY MORIARTY, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, do hereby proclaim September 17 through 23, 2016 to be **CONSTITUTION WEEK** in Sedona, Arizona, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Issued this 13th day of September, 2016.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

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**CITY COUNCIL
AGENDA BILL**

**AB 2114
September 13, 2016
Consent Items**

Agenda Item: 3e

Proposed Action & Subject: Approval of two utility easements for Arizona Public Service Company for the Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant.

Department	Public Works
Time to Present	N/A
Total Time for Item	
Other Council Meetings	AB 2032 12/08/15
Exhibits	A. Utility Easement Agreement #1 with Arizona Public Service B. Utility Easement Agreement #2 with Arizona Public Service

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve two utility easements for Arizona Public Service Company for the Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of two utility easements for Arizona Public Service Company for the WWRP Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant.

Background:

The WWRP Injection Well No. 1 and Well No. 2 Equipping Project, which is currently under construction, requires two new electrical services to provide power to the well sites. The final design for electrical utilities occurs during the construction phase of the project.

The easements are necessary in order to bring electrical transmission lines from the transformer located in the Public Right of Way onto the City of Sedona owned property and to each well site.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

If the easements are not approved by the City of Sedona, APS will not provide the new electrical services required to operate Injection Well No. 1 and Well No. 2.

MOTION

I move to: approve two utility easements for Arizona Public Service Company for the Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant and to authorize the City Manager to sign the Utility Easement documents establishing the easement subject to the approval of the City Attorney.

NW-25-17N-4E
LAT. 34.825828 LONG. -111.894504
APN 408-21-383A
NWC-16-40
WA330768
JGF/PJF

THE CITY OF SEDONA-APS UTILITY EASEMENT

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

Grantor's Property as recorded in Book 2281, Page 832-838 of Official Records of the County Recorder, Yavapai County, Arizona.

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 "A" 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.

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. 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) 2 feet from and around all edges of transformer pad, and 2) a clear operational area that extends 10 feet immediately in front of transformer, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of transformer. 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 transformer or any other equipment do not get wet by spray or irrigation.

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.

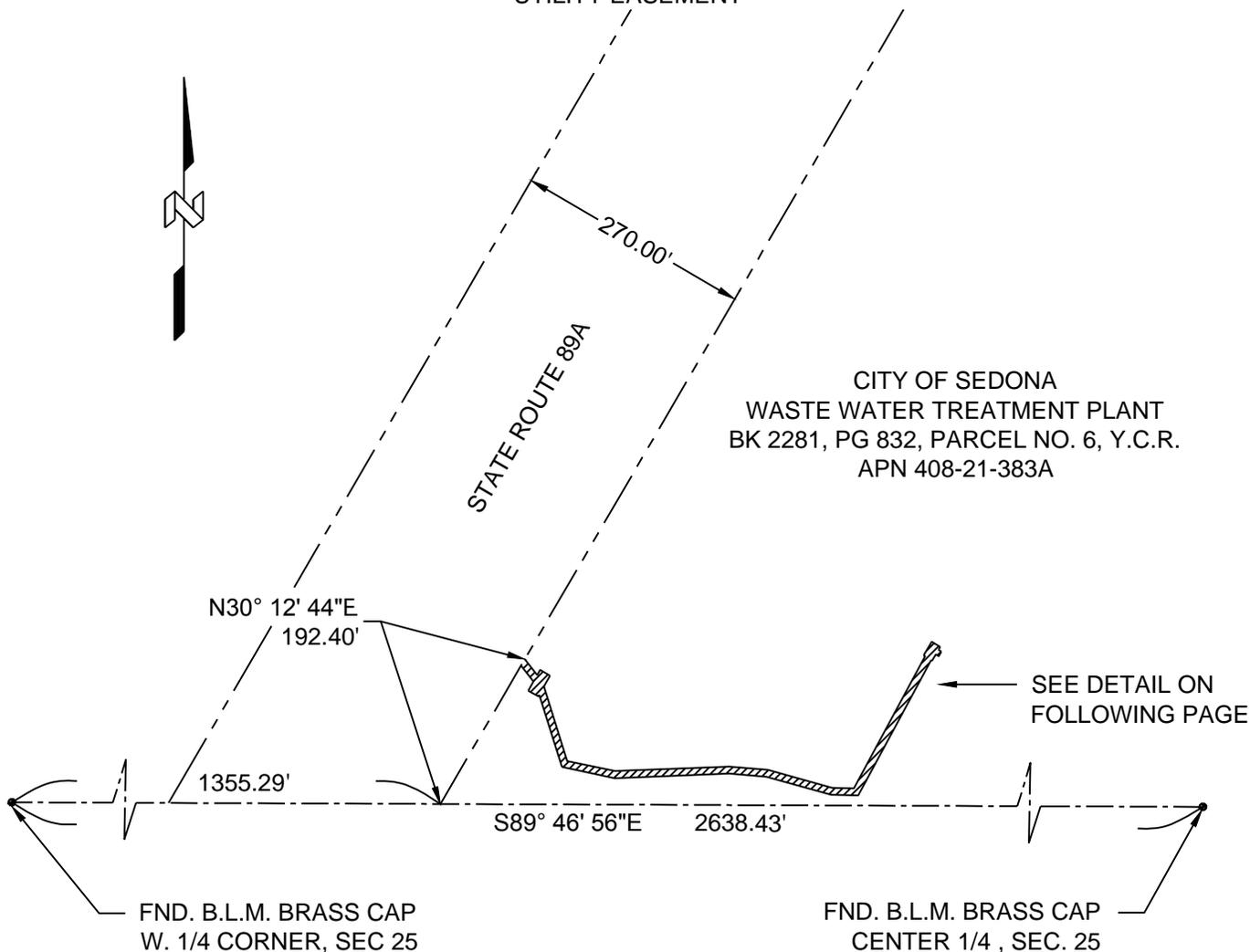
Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the 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.

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EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT



CITY OF SEDONA
WASTE WATER TREATMENT PLANT
BK 2281, PG 832, PARCEL NO. 6, Y.C.R.
APN 408-21-383A

BASIS OF BEARINGS
NAD-83
ARIZONA STATE PLANE
CENTRAL ZONE
BEARINGS SHOWN ARE
BASED ON S.P.C. GRID

LAT: 34.825828
LON: -111.894504

- LEGEND**
- EASEMENT AREA
 - PROPERTY LINE
 - SECTION LINE
 - SECTION CORNER
 - Y.C.R. YAVAPAI COUNTY RECORDER

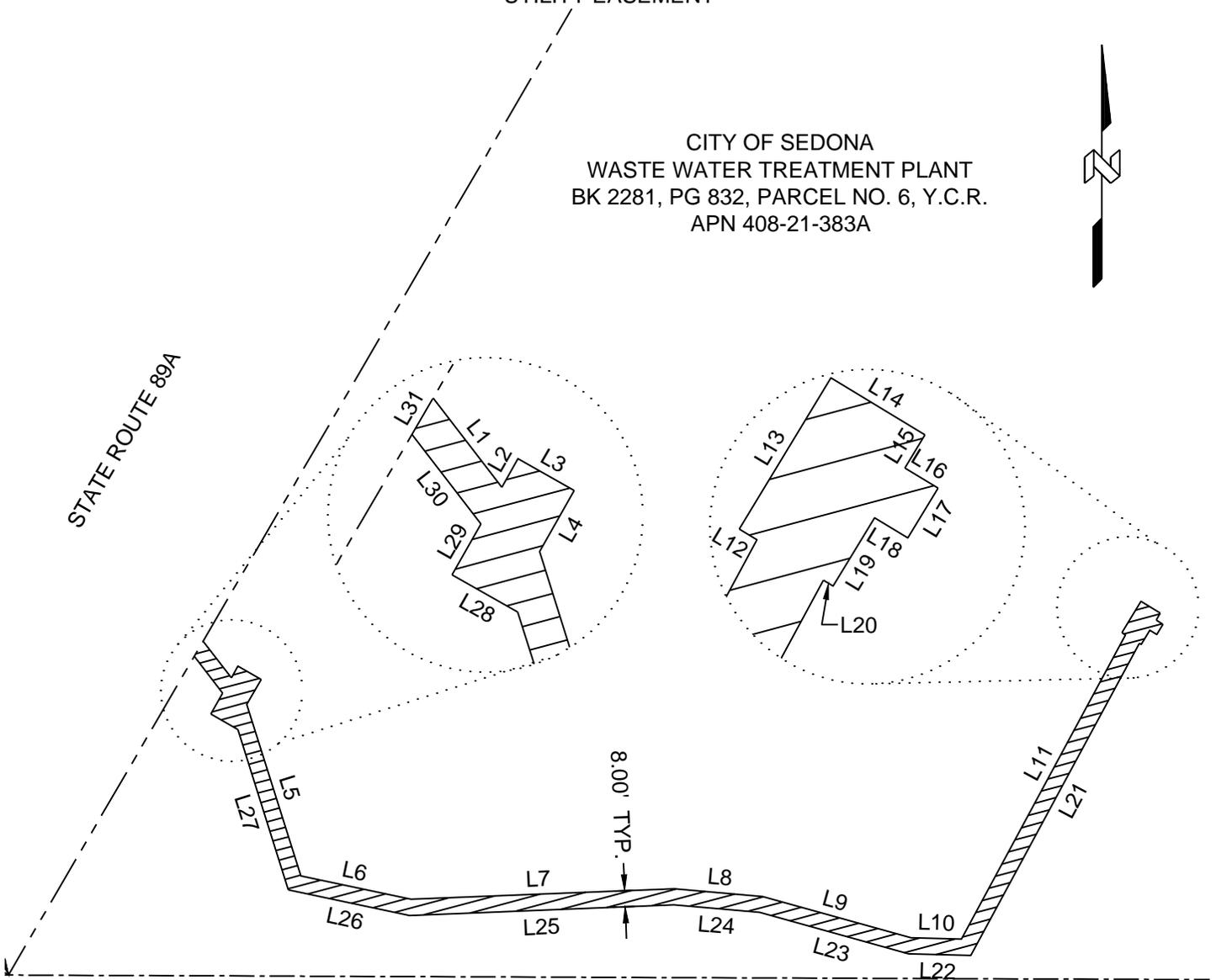
NWC-16-40

W#:	WA330768
DATE:	6/30/16
NW 1/4 SEC 25 T 17N R 4E	
SCALE:	1" = 200'
R/W:	FELTMANN
SURVEY:	WARZEHA
DRAWN BY:	WARZEHA

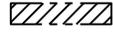
EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

CITY OF SEDONA
WASTE WATER TREATMENT PLANT
BK 2281, PG 832, PARCEL NO. 6, Y.C.R.
APN 408-21-383A



LEGEND

	EASEMENT AREA
	PROPERTY LINE
	SECTION LINE
Y.C.R.	YAVAPAI COUNTY RECORDER

NWC-16-40	
W#:	WA330768
DATE:	6/30/16
NW 1/4 SEC 25 T 17N R 4E	
SCALE:	1" = 80'
R/W:	FELTMANN
SURVEY:	WARZEHA
DRAWN BY:	WARZEHA

EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S37°34'02"E	23.08'
L2	N29°37'01"E	6.74'
L3	S60°22'59"E	13.25'
L4	S29°37'01"W	14.40'
L5	S17°28'44"E	89.55'
L6	S78°00'45"E	55.96'
L7	N87°42'28"E	131.17'
L8	S84°58'41"E	44.08'
L9	S74°25'24"E	76.67'
L10	S88°31'00"E	25.09'
L11	N28°19'09"E	172.12'
L12	N58°44'33"W	2.14'
L13	N31°15'27"E	18.25'
L14	S58°44'33"E	11.33'
L15	S31°15'27"W	4.00'
L16	S58°44'33"E	4.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S31°15'27"W	6.00'
L18	N58°44'33"W	4.00'
L19	S31°15'27"W	8.25'
L20	N58°44'33"W	1.18'
L21	S28°19'09"W	176.63'
L22	N88°31'00"W	31.00'
L23	N74°25'24"W	76.92'
L24	N84°58'41"W	42.83'
L25	S87°42'28"W	131.66'
L26	N78°00'45"W	61.63'
L27	N17°28'44"W	83.71'
L28	N60°22'59"W	15.50'
L29	N29°37'01"E	11.99'
L30	N37°34'02"W	23.18'
L31	N30°12'44"E	8.64'

NWC-16-40

W#:	WA330768
DATE:	6/30/16
NW 1/4 SEC 25 T 17N R 4E	
SCALE:	N/A
R/W:	FELTMANN
SURVEY:	WARZEHA
DRAWN BY:	WARZEHA

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NW-25-17N-4E
LAT. 34.830466 LONG. -111.895269
APN 408-21-382A
NWC-16-40
WA330768
JGF/PJF

CITY OF SEDONA-APS UTILITY EASEMENT

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

Grantor's Property as recorded in Book 3597, Page 970 of Official Records of the County Recorder, Yavapai County, Arizona.

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 "A" 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.

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EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

BASIS OF BEARINGS
 NAD-83
 ARIZONA STATE PLANE
 CENTRAL ZONE
 BEARINGS SHOWN ARE
 BASED ON S.P.C. GRID

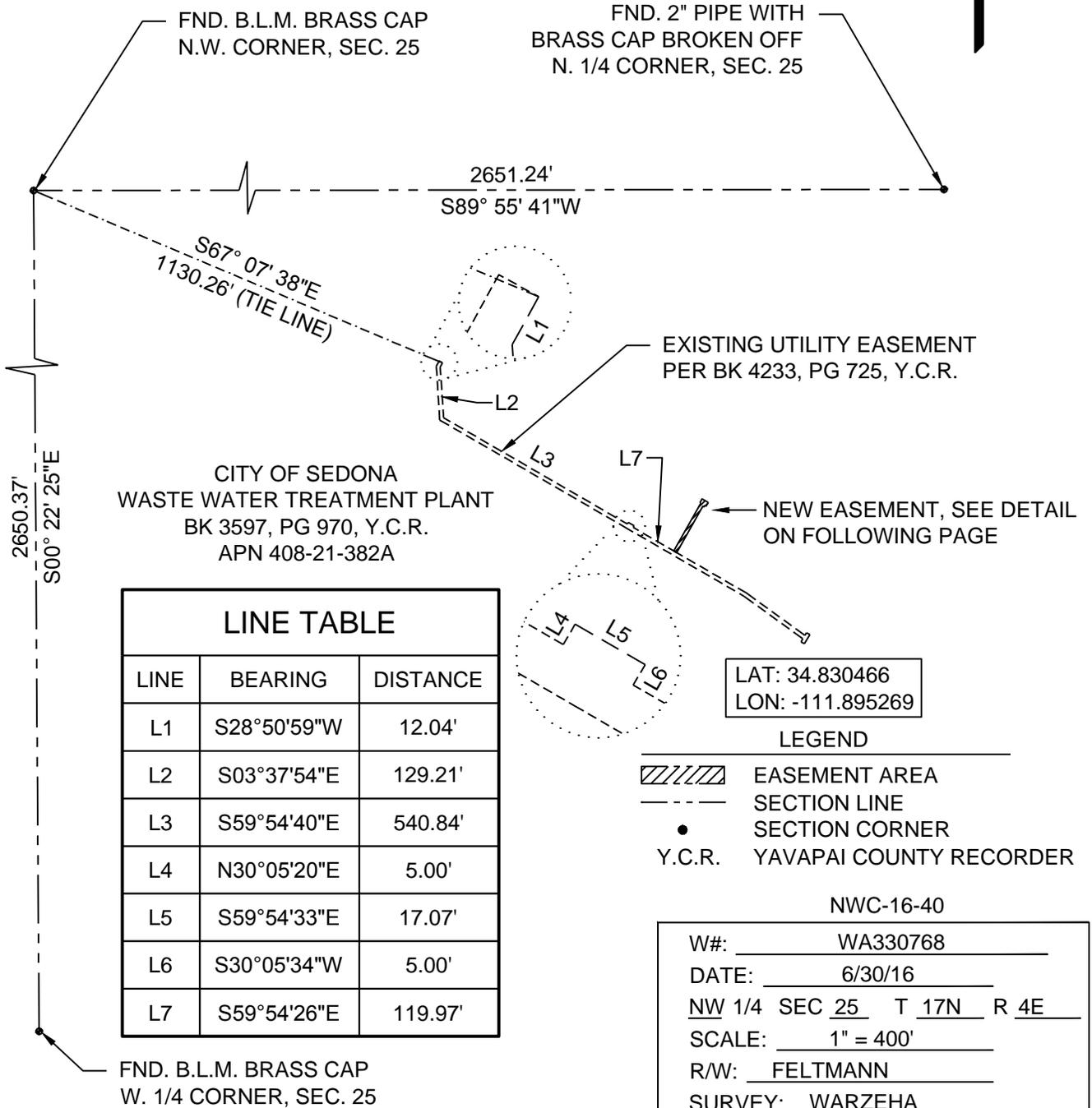
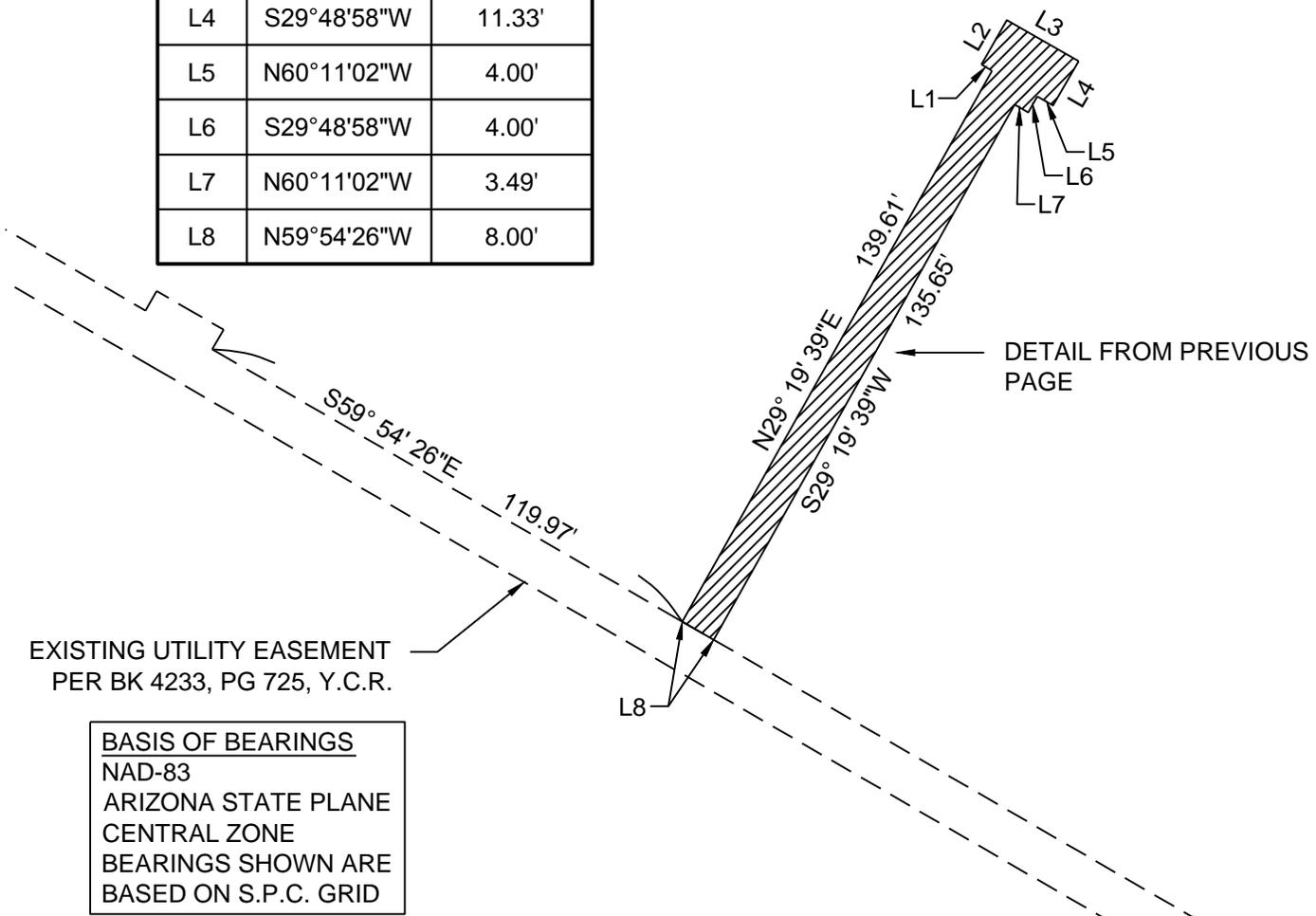


EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N60°11'02"W	2.73'
L2	N29°48'58"E	11.33'
L3	S60°11'02"E	18.25'
L4	S29°48'58"W	11.33'
L5	N60°11'02"W	4.00'
L6	S29°48'58"W	4.00'
L7	N60°11'02"W	3.49'
L8	N59°54'26"W	8.00'

CITY OF SEDONA
WASTE WATER TREATMENT PLANT
BK 3597, PG 970, Y.C.R.
APN 408-21-382A



EXISTING UTILITY EASEMENT
PER BK 4233, PG 725, Y.C.R.

BASIS OF BEARINGS
NAD-83
ARIZONA STATE PLANE
CENTRAL ZONE
BEARINGS SHOWN ARE
BASED ON S.P.C. GRID

NWC-16-40

LAT: 34.830466
LON: -111.895269

LEGEND

EASEMENT AREA
Y.C.R. YAVAPAI COUNTY RECORDER

W#: WA330768
DATE: 6/30/16
NW 1/4 SEC 25 T 17N R 4E
SCALE: 1" = 30'
R/W: FELTMANN
SURVEY: WARZEHA
DRAWN BY: WARZEHA



**CITY COUNCIL
AGENDA BILL**

**AB 2138
September 13, 2016
Consent Items**

Agenda Item: 3f

Proposed Action & Subject: Approval of authorization for the City to contract with Clarion Associates, LLC to provide professional services to update the Sedona Land Development Code.

Department	Community Development
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Request for Proposals – Land Development Code update B. Proposal from Clarion Associates, LLC. C. Consultant Trip Costs

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required
		\$ FY 2016-17 = \$200,000 FY 2017-18 = \$120,000
City Manager's Recommendation	Approve contract with Clarion Associates for work updating the Sedona Land Development Code.	Amount Budgeted
		\$ 200,000 (FY 2016-17) Account No. 10-5310-31-6405 (Description) (Professional Services) Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Our goal is to procure the professional services of a qualified zoning and land use planning consultant to facilitate the update and adoption of the City's Land Development Code by May 31, 2018. We received seven proposals. Staff is recommending that we contract with Clarion Associates for these services.

Background: The update of the Land Development Code (LDC) is a high priority in the Sedona Community Plan and a high priority of the City Council. The Land Development Code was adopted in 1994 and became effective in January 1995. Since it is over 20 years old, it is dated and often does not provide adequate provisions or direction for development in the community. While portions of the LDC have been amended from time-to-time, these piecemeal revisions have left the City with a fractured and conflicting set of zoning regulations that do not always align well with the needs and desires of the community.

Professional services of a qualified zoning and land use planning consultant are needed to facilitate the LDC update in accordance with current planning practices and the Sedona Community Plan. Updating the LDC will involve working through a collaborative process including residents, business owners, City staff, Planning and Zoning Commission, and the City Council. Key items to address include (see the attached RFP for more detail):

- Update definitions, terminology and land uses and graphics and tables to illustrate regulations and make the LDC easier to use.
- Implement the recommendations of the Sedona Community Plan.
- Address antiquated, redundant, confusing and conflicting development standards.
- Address sustainability/green building concepts.
- Evaluate requiring sidewalks on both sides of a street.
- Evaluate conditional use permit requirements.
- Evaluate and update zoning district regulations.
- Update and streamline the subdivision review process.
- Update lighting regulations.
- Evaluate tiny buildings as residential structures.
- Update landscaping requirements.
- Consider landscaping requirements for single-family residential uses.
- Include regulations that promote walkability, connectivity and a sustainably built and natural environment.

In June 2016, a Request for Proposals was advertised and also sent to over 100 consulting firms. We received seven proposals and interviewed three firms with a selection team including staff and the chair of the Planning and Zoning Commission. The selection team unanimously recommended that the City should contract with Clarion Associates. The reasons for this decision include:

- Proposal best addressed the Scope of Work.
- Proposal was clear, thorough and easy to understand.
- Consultant team was well prepared and presented extremely well.
- Consultant team projected the best understanding of how the LDC could be updated to address project goals and implement the Community Plan.
- Consultant team references were excellent.
- Consultant team experience level was excellent.

Staff is recommending that we contract with Clarion Associates for a total amount not to exceed \$320,000. Cost estimates from all consultants ranged from approximately \$199,000 to \$450,000. The cost outlined in the proposal is \$244,000. One additional option is the establishment of a project website for \$13,500 for an 18-month period. This would be created and managed by Urban Interactive Studio. We support this interactive website as it would: not involve staff time, help the Clarion team effectively reach the Sedona community, easily share news and updates and meaningfully involve the public. Staff is also including additional consultant trips into the total cost. Given the high level of involvement of our community, we believe that additional consultant trips will be needed. We will know more about the need for additional trips as we get further into the project. Exhibit C is a table of the different types of consultant trip costs.

A total of \$200,000 has been budgeted for this project for fiscal year 2016/2017. Based on the total cost estimate for this multi-year project, \$120,000 will be requested as part of the 2017/2018 budget.

Community Plan Consistent: Yes - No - Not Applicable

Revising the LDC is a high priority action item in the Sedona Community Plan (Land Use Action item #1, page 55).

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

- Do not proceed forward with an update to the LDC.
- Update the LDC utilizing in-house staff.

MOTION

I move to: approve and authorize a contract, subject to legal approval, with Clarion Associates, LLC to update the Land Development Code in an amount not to exceed \$320,000.

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**The City of Sedona, Arizona
Request for Proposals (RFP) Land Development Code (LDC) Update**

Announcement

The City of Sedona, Arizona is announcing a Request for Proposals (RFP) from qualified Land Use and Zoning Consultants to provide professional services to update the City of Sedona zoning ordinance also known as the Sedona Land Development Code (LDC). Proposals, in their entirety, must be received by **5:00 PM on Monday, August 1, 2016.**

SECTION I: BACKGROUND

A. Community Information

The essence of the Sedona experience for residents and visitors alike arises from the extraordinary nature of the landscape. Nestled at the base of dramatic red sandstone cliffs, and with an ideal semi-arid climate, Sedona is a special and unique place that is considered by some to be equal or superior to many National Parks. The City is completely surrounded by the Coconino National Forest (National Forest), and approximately half the land within the City limits is National Forest. This fact, coupled with the United States Forest Service planning policies, which provide additional protection for these lands, creates a unique limit to the physical growth of the community.

Between 2000 and 2010, the City's year-round population remained essentially the same according to the 2010 U.S. Census, although the population of part-time residents nearly doubled during that time, reflecting continuing growth. In addition, between 2 and 4 million people are estimated to visit Sedona each year. The combination of the large number of annual visitors and limited traffic circulation options often makes the community seem considerably larger than the approximately 10,000 full-time residents. Other unique aspects of Sedona are the high median age of 56, and that 48 percent of the population is younger than 55, which includes families, children, and youth. These factors are important to understand in evaluating the needs, policies, and actions in the Plan.

City Facts

Incorporated:	1988
Total Land Area:	11,745 acres
	3,911 acres in Coconino County
	7,834 acres in Yavapai County
National Forest:	5,700 acres, 49% of City land area
Available lands developed:	78%
2014 Population*:	Total 11,862
	Year-round 10,166
	Part-time 1,696

**City of Sedona estimate based on the 2010 U.S. Census*

B. History

The LDC was adopted in 1994 and became effective in January 1995. As it is over 20 years old, it is dated and often does not provide adequate provisions or direction for development in the community. While portions of the LDC have been amended from time to time over the years, such piecemeal revisions have left the City with a fractured and conflicting set of zoning regulations that do not always align well with the needs and desires of the community.

This project is anticipated to be a complete rewrite and modernization of the following Articles:

- Article 2 (Definitions)
- Article 4 (Review Procedures)
- Article 6 (District Regulations)
- Article 7 (Subdivision Regulations and Land Divisions)
- Article 8 (Grading and Drainage)
- Article 9 (Development Standards)
- Article 10 (Design Review Manual)
- Article 12 (Nonconforming Situations)

SECTION II: REQUIREMENTS

A. General

1. The City of Sedona reserves the right to reject any or all proposals and to select the proposal which it judges to be in the best interest of the City.
2. All proposers are bound by the deadline and location requirements of this RFP as stated in the announcement.
3. All proposals shall remain effective subject to the City of Sedona review and approval for a period of sixty (60) days from the deadline for submitting proposals.

B. Project Goals

It is the intention of the City of Sedona to procure the professional services of a qualified Zoning and Land Use Planning Consultant to facilitate the proposed update of the City's Land Development Code in accordance with current planning practices and the Sedona Community Plan. This will involve working through a collaborative process, including residents, business owners, City Staff, Planning & Zoning Commission, and the City Council. The process will culminate in a fully updated LDC by no later than **May 31, 2018** complete with graphics and adopted by the City Council. The Consultant shall facilitate the updated LDC in a format agreed upon by the City. In updating the LDC, the City wishes to address a number of items, including but not necessarily limited to:

1. Update definitions, terminology, and land uses, as well as graphics and tables to illustrate regulations and make the LDC easy to use.
2. Address inconsistencies and duplications.
3. Implement the recommendations of the Sedona Community Plan.

4. Address antiquated, redundant, confusing, and conflicting development standards, including but not limited to:
 - a. Parking
 - b. Screening
 - c. Height
 - d. Setback requirements
 - e. Walls and fences
5. Address sustainability/green building concepts
6. Evaluate requiring sidewalks on both sides of a street
7. Evaluate conditional use permit requirements including time limits and administrative approvals for renewals.
8. Evaluate and update zoning district regulations, including, but not limited to:
 - a. Reviewing existing zoning districts, accessory, permitted, and conditional uses, including consolidation of individual uses into broader categories, and elimination of zoning districts no longer used.
 - b. Creating new districts to implement the Community Plan and Community Focus Area vision, goals, and specific plans, Gateway development standards, and Uptown area development standards.
 - c. Removing antiquated land uses.
 - d. Incorporating emerging and missing land uses such as winery, distillery, and brewery uses including tasting and pub facilities.
 - e. Considering allowing chickens and other potentially appropriate animals (e.g. bee colonies) in residential zoning districts.
 - f. Considering the keeping of horses on commercial properties for commercial purposes.
 - g. Clarifying Planned Development zoning district language.
 - h. Evaluating residential uses in commercial zoning districts to further the goal of providing diverse housing options.
 - i. Evaluating lodging zoning district language. Consider additional lodging districts to address bed and breakfast uses outside of the multifamily zoning designation. Evaluate regulations pertaining to expansion of existing lodging establishments.
 - j. Evaluating Community Facility zoning district language; accessory, permitted, and conditional uses.
 - k. Evaluating the need for the creation of an urban farming zone district or land use.
 - l. Considering the creation of a new district with form-based components.
 - m. Considering the use of overlay zoning districts.
5. Update and streamline the subdivision review process.
6. Update lighting regulations to further dark sky objectives and provide for the inclusion of new technologies.
7. Use of tiny buildings as occupied permanent/semi-permanent residential structures.
8. Update landscaping requirements for multi-family and commercial development, and update screening requirements, especially transitions between land use types. Examination of native plant species provisions and requirements.
9. Consider landscaping requirements for single family residential uses.
10. Include regulations that promote walkability, connectivity, a sustainably built and natural environment.

C. Scope of Work

The Consultant or team of Consultants (collectively “Consultant”) shall provide full professional services to assist the City of Sedona Community Development Staff with a comprehensive update of the LDC.

1. Public Participation Process

The Consultant shall propose a broad-based public participation process that specifies how and when the public will be engaged throughout the LDC update process. The Consultant shall specify the methods it will use to achieve meaningful public participation in the project.

The Consultant shall provide a public participation timeline that identifies key points at which the public will be involved, how that involvement will occur, and how and when materials will be available and presented to the public. The City is looking for both online and physical participation methods.

The Consultant shall be responsible for producing meeting materials (the City will produce copies of items 11”x17” or smaller such as handouts, flyers, etc. designed by the Consultant), visual presentations, or any other resources or materials necessary to engage the public. The Consultant shall provide technical capabilities for graphically communicating needed information.

The Consultant shall also consider multiple means of obtaining input both during and outside of identified meetings.

Deliverables:

- a. The Consultant shall provide the City with a public participation plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the LDC update process.
- b. The Consultant shall implement the City-approved public participation plan. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings and presentations. The Consultant shall be responsible for producing meeting materials (the City will produce copies of items 11x17 or smaller such as handouts, flyers, etc. designed by the Consultant), visual presentations, or any other resources or materials necessary to engage the public.

2. Project Orientation

At the outset of the project, the Consultant shall meet with City Staff for a project orientation meeting in order to provide an understanding of project goals and the project schedule, specific issues, City policies, and opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City’s current LDC, Community Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state and federal laws, including Prop 207.

The Consultant shall propose its strategy for introducing the project to the general public and others.

The strategy shall be designed to foster and develop a common understanding of the project scope.

Deliverables:

- a. The Consultant shall be responsible for arranging and facilitating a project orientation meeting with City Staff.
- b. The Consultant shall complete its project orientation strategy. The Consultant, in consultation with the City, shall be responsible for arranging and facilitating all public meetings and presentations.

3. Issue Identification

The Consultant shall describe its approach for gathering broad-based input about the existing LDC. City Staff, the Planning & Zoning Commission, City Council, and the general public, stakeholders, and others shall be asked for their input concerning current LDC requirements, administrative procedures, LDC deficiencies, suggested changes and implementation procedures. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

Deliverables:

- a. The Consultant shall implement its approach for gathering broad-based input about the current LDC. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings, presentations, workshops, etc.
- b. One original copy of a draft and final memorandum that summarizes input the Consultant received about the existing LDC during the issue identification process.
- c. Electronic (PDF and Microsoft Word) file of the draft and final Issue Identification memorandum.

4. LDC Analysis

The Consultant shall complete a technical analysis and evaluation of the City's current LDC regulations. This analysis and evaluation shall be made against the backdrop of issues identified in the issue identification process, applicable federal, state, and local laws, the Consultant's experience with or knowledge of best practices in other communities, and the Consultant's knowledge of innovative zoning and land use practices as may be relevant to the City's process. City Staff has developed a list of Code sections and/or issues that need to be addressed as part of the LDC update.

The technical analysis and evaluation shall assess the strengths and weaknesses of the existing LDC in terms of its structure, organization, clarity, ease of use, existing zoning districts and district standards, regulations of general applicability, definitions, and LDC procedures. Further, the analysis and evaluation shall include the Consultant's findings regarding how to integrate and implement the recommendations of the Sedona Community Plan. The Consultant shall provide a summary of consistencies or inconsistencies between the current LDC and the Sedona Community Plan. The Consultant shall also gauge the public's perceptions about the strengths and weaknesses of the current LDC. The Consultant shall analyze the recommendations of the Sedona Community Plan to determine whether or not regulatory frameworks are in place that would help implement those plans.

Deliverables:

- a. One original copy of the technical analysis and evaluation report concerning the current LDC and discussion of new zoning concepts and approaches.
- b. Electronic (PDF and Microsoft Word) file of the technical analysis and evaluation report.

- c. Present technical analysis and evaluation report to City staff and the Planning & Zoning Commission and public hearings(s).

5. Annotated Outline

The Consultant shall identify and discuss new zoning concepts and approaches for potential inclusion in the draft LDC, with special attention given to addressing the project goals as described in Section II. B. and the results of the issue identification and LDC analysis tasks as described in Section II. C. 3. and 4. Based on this discussion, the Consultant shall prepare an annotated outline that includes a chapter-by-chapter detailed description of the proposed new LDC, an overview of the proposed structure and substance of the new LDC, a discussion of zoning options, and a commentary explaining the rationale for the recommended approach to drafting the LDC.

The annotated outline shall include examples of how the new LDC would be used to implement the recommendations of the Sedona Community Plan. The Consultant shall present the annotated outline to City Staff, the Planning & Zoning Commission, and others for review and comment. After obtaining general agreement on the contents of the initial draft of the annotated outline, the Consultant shall provide the City with a final annotated outline based on the comments received.

Deliverables:

- a. Meeting(s) with the Planning & Zoning Commission, City staff, and others. The Consultant, in consultation with the City, shall be responsible for facilitating all meetings.
- b. One original copy of the draft annotated outline.
- c. One original copy of the revised, final annotated outline.
- d. Electronic (PDF and Microsoft Word) files of all documents.

6. Discussion Draft LDC

The Consultant shall prepare a discussion draft LDC that is based on the final annotated outline. The discussion draft shall reflect the project objectives listed in Section II.B, and the results of the issue identification and LDC analysis tasks as described in Section II.C.3 and 4 above. The Consultant shall describe its approach to incorporating the project objectives into the discussion draft. After initial review and comments by City Staff and the Planning & Zoning Commission, the discussion draft shall be widely distributed for review and comment.

The Consultant shall propose an approach for soliciting broad-based input about the discussion draft from the Planning & Zoning Commission, the general public, and others. The Consultant, in consultation with the City, shall be responsible for facilitating all public meetings.

The discussion draft shall be presented in distinct modules that will permit easy review. At the Consultant's option, these may be grouped into the following divisions: (a) definitions; (b) general provisions; (c) zoning district regulations; (d) development standards; and (e) administration. The Consultant may recommend an alternative approach to presenting the discussion draft for review and comment, for consideration by staff. The discussion draft shall include extensive use of graphics, tables, flow charts, matrices or other methods for facilitating easy use and understanding of the proposed LDC, including in some form agreed upon by the City and the Consultant, to compare the original language to proposed language.

The proposal shall include the projected number of meetings, presentations, workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the discussion draft. These meetings/presentations, etc. are anticipated to be part of the development of a consensus discussion draft LDC document and not part of the public hearing review and adoption process. The Consultant shall describe its approach to conducting the discussion draft LDC evaluation, testing and revision process. It is expected that the discussion draft may have more than one round of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the discussion draft to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts.

Deliverables:

- a. One original copy of the discussion draft LDC.
- b. Electronic (PDF and Microsoft Word) file of the discussion draft LDC.
- c. The Consultant shall work with the City to evaluate, test and revise the discussion draft LDC.
- d. Meetings/presentations, etc. with the Planning & Zoning Commission, City Staff, the general public and others to review the discussion draft LDC. The Consultant, in consultation with the City, shall be responsible for facilitating all meetings/presentations.
- e. The Consultant shall implement its approach to soliciting input from the general public and other SLDC users about the discussion draft LDC.
- f. The Consultant shall modify the discussion draft LDC as needed.
- g. One original copy of the revised discussion draft LDC.
- h. Electronic (PDF and Microsoft Word) file of the revised discussion draft LDC.

SECTION III: ORGANIZATION AND REQUIRED ITEM FOR PROPOSAL SUBMITTALS

A. Letter of Transmittal

The letter shall include the following elements:

1. Statement of understanding of the work to be performed.
2. Statement of affirmation of the firm's qualifications for professionally and expertly conducting the work as understood.
3. The firm's contact person concerning the proposal and a telephone number and e-mail address where that person can be reached.
4. Signed by firm's authorized representative.

B. General Profile of Firm

The general profile shall include the following information:

1. A brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Prepared brochures may be submitted as a part of this profile as long as they specifically address the experience of the firm related to the work to be performed.
2. How long firm has been in business.

3. The location of the firm's office serving this project.
4. Resumes of individual consultants or employees proposed to conduct the work for the City and the specific duties of each consultant or employee relative to the City's proposed work.
5. A brief reference list of other municipalities served by the firm shall be provided along with telephone numbers and names of contact persons.
6. Any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. Explanation of Work to be performed

The proposal must include a detailed description of the procedures and methods (e.g. software) proposed to address the requirements of the scope of work and project goals described in the RFP. This is important because the methods and procedures proposed will receive primary consideration in evaluating the submitted proposal. Examples of similar work will be helpful.

D. Cost

A total, not to exceed, cost estimate for the project must be submitted. The cost shall be based on the number of hours of work provided and "out of pocket expenses" (e.g. travel and lodging) and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City. Such estimate shall provide the following information:

1. The number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels.
2. The proposed hourly rate for billing shall be included for each person.
3. The number of hours of work, cost and percent of total cost shall be itemized for each major work element of the proposal.
4. An itemized estimate of "out-of-pocket expenses" must be included.
5. Method of billing must be disclosed. (The preferred practice of the City is to pay for this type of consulting service upon completion of the work and receipt of the required report, however, the City will consider paying on a periodic basis as substantial portions of the work are performed, but not more than one time per month. If this option is proposed the work product completed in each phase shall be associated with an identified portion of the not-to-exceed fee.)
6. A proposal for how the City will be kept informed as to the work believed to be completed and the budget dollars utilized throughout the process. The proposal shall include a method for communicating to the City that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, is communicated prior to the performance of that task/work request.

SECTION IV: EVALUATION CRITERIA

All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method, the procedures of the work, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

A. Technical Expertise

The technical expertise and experience of the firm will be determined by the following factors:

1. The overall experience of the firm in conducting similar work that is to be provided to the City of Sedona.
2. The expertise and professional level of the individuals proposed to conduct the work for the City of Sedona.
3. The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

B. Procedure and Methods

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

C. Cost

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

NOTE: Selected firms submitting proposals will be invited to give an oral presentation explaining their proposal.

SECTION V: SUBMITTAL LOCATION AND DEADLINE

All submittals must be received no later than **5:00 PM Arizona time on Monday, August 1, 2016**, as follows:

Proposals may be hand delivered and will be received until 5:00 p.m. Arizona time on Monday, August 1, 2016, by the City of Sedona, Community Development Department, Attention: Mike Raber, Sedona City Hall, 102 Roadrunner Drive, Building 104, Sedona, Arizona 86336.

Proposals may be mailed to Community Development Department, Attention: Mike Raber, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336 and must be received by 5:00 p.m. Arizona time on Monday, August 1, 2016.

Proposals sent through Federal Express, UPS, or other express mail agencies must be sent to the Community Development Department, Attention: Mike Raber, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336, and must be received by 5:00 p.m. Arizona time on Monday, August 1, 2016.

Should you have any questions regarding this project or the Request for Proposals, please contact Mike Raber at mraber@sedonaaz.gov or 928-204-7106 (Written/email questions are preferred.)
A link to the City of Sedona LDC can be found on the City's web site at: www.sedonaaz.gov/ldc.



PROPOSAL FOR

Land Development Code (LDC) For the City of Sedona, Arizona RFP# 16-LDC

AUGUST 1, 2016

CLARION

Clarion Associates, LLC

Clarion Associates, LLC
621 17th Street, Suite 2250
Denver, Colorado 80293
303.830.2890
303.860.1809 fax

Community Planning
Zoning/Design Standards
Impact Fees
Growth Management
Sustainability

CLARION

August 1, 2016

City of Sedona
Community Development Department
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: Mike Raber

Re: RFP #16-LDC for the Land Development Code (LDC) Update

Dear Mr. Raber:

On behalf of Clarion Associates, I am pleased to submit this proposal for the City of Sedona's Land Development Code (LDC) Update. Having worked on many similar projects in Arizona and throughout the country, we believe that our team is uniquely qualified to assist the City with this effort.

Clarion Associates is a national land-use consulting firm with offices in Colorado and North Carolina. Clarion's Denver office will lead the project and be the principal code drafters. We have significant experience in all the key areas of expertise stated in the Project by the City's Request for Proposals. We are pleased to be joined by Denver-based **Urban Interactive Studio**, who would lead the development of the project website should the City choose to add that option.

Clarion understands the work to be performed and has facilitated projects of similar scale and complexity in Arizona and throughout the West and the nation. Our team can help Sedona effectively update its Land Development Code by modernizing dated standards and procedures, making the code more user-friendly, and implementing the *Sedona Community Plan*.

The City of Sedona would benefit from our team's experience and expertise because:

- **We are zoning experts.** Analyzing land use issues and drafting codes is Clarion's core practice area. Clarion principals have conducted dozens of land development code updates across the nation—many for communities with features similar to Sedona. Hallmarks of Clarion-authored codes include simple language, clear procedures, enforceable standards, and flexibility. We know how to customize zoning tools to reflect local character and assets. We understand that communities are sensitive to change because each new building or project has a significant and visible impact on the community as a whole. Getting the details right is critical.
- **We are national leaders in zoning best practices.** Clarion team members have written and frequently spoken about a variety of zoning best practices for communities across the nation on topics such as form-based zoning, mixed-use and TOD development, corridor revitalization, planned developments, procedural streamlining, design standards, parking, and aesthetics. But, perhaps more importantly, we understand how to move beyond the best-practice discussions and develop politically realistic strategies that turn theory into clear, enforceable regulations.
- **Our ordinances are easy to use and well-illustrated.** We excel at making regulations more user-friendly—through reorganization, clarification of language, and use of technology to convey complex

zoning concepts in a simple manner. We include extensive graphics in all our codes to illustrate all types of regulations.

- **We know Arizona.** Our Arizona development code experience includes a range of communities of different sizes, including Buckeye, Lake Havasu City, Oro Valley, and Tucson. Clarion's Matt Goebel and Don Elliott are both experienced planners and land use attorneys familiar with Arizona statutes, including Proposition 207 and its potential impacts on land development code updates (though we are not licensed to practice law in Arizona). All our code projects are carefully tailored to comply with local and state laws.
- **We have worked in many tourism-influenced Western communities.** Sedona is a special and unique community with an economy and demographics heavily influenced by tourism. We have extensive experience in thinking through land-use issues in similar areas throughout the West, in places like Lake Havasu, the Lake Tahoe region, Santa Fe, and numerous mountain communities in Colorado and Wyoming (Carbondale, Frisco, Pitkin County, and Jackson Hole).
- **We are skilled facilitators.** We are experienced in working with citizens, staff, appointed and elected officials, and the business and development community to gain consensus on difficult issues. As a result, the vast majority of our projects have been adopted unanimously.
- **We are strong project managers.** Projects like this require strong leadership and effective project management. We have a proven track record of effective project management, bringing projects in on time and within budget.

Throughout this project, we will work collaboratively with City staff to analyze and compare the policies in the *Sedona Community Plan* with the current LDC to identify key issues and opportunities for the update. This review will draw on our team's local and national experience on ways in which other jurisdictions have solved similar issues. The issues facing Sedona have always been of special interest to Clarion, and we have helped numerous other communities successfully address their land use goals.

In sum, we believe that Clarion's enthusiasm, approach, regional knowledge, and depth of collaborative experience will lead to a successful new Land Development Code for Sedona, strongly grounded in public support.

We are excited about the prospect of working with the City of Sedona and welcome the opportunity to discuss our qualifications and approach with you in person. Please let me know if you have any questions or if you need additional information to evaluate our proposal. I will serve as the overall project manager and can be reached at the firm address and phone numbers noted above or via e-mail at mgoebel@clarionassociates.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Goebel', with a long horizontal flourish extending to the right.

Matt Goebel, AICP
Director

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A. General Profile of Firm

CLARION'S EXPERIENCE

Clarion Associates is a nationally recognized land-use and zoning consulting firm founded in 1992 with offices in Denver, Colorado, and Chapel Hill, North Carolina, and affiliate offices in Chicago, Cincinnati, and Philadelphia. The Sedona LDC Update project will be managed by our Denver office. The firm includes professionals with a variety of multidisciplinary backgrounds including planners, architects, landscape architects, and attorneys. No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals. Clarion is recognized for its expertise in:

- Streamlined, efficient code assessments and updates;
- Land use and planning law;
- Innovative development codes that draw on best practices from a variety of organizing approaches including hybrid, traditional, form-based, and unified development codes;
- Codes that foster and remove obstacles to environmental stewardship and housing diversity;
- Codes that encourage multi-modal transportation networks;
- Codes that preserve community character;
- Creative policies and development standards that promote mixed-use, infill, and redevelopment;
- Sustainable development codes;
- Comprehensive plan and code implementation strategies; and
- Community, regional, and neighborhood planning.

CLARION

Quick Facts:

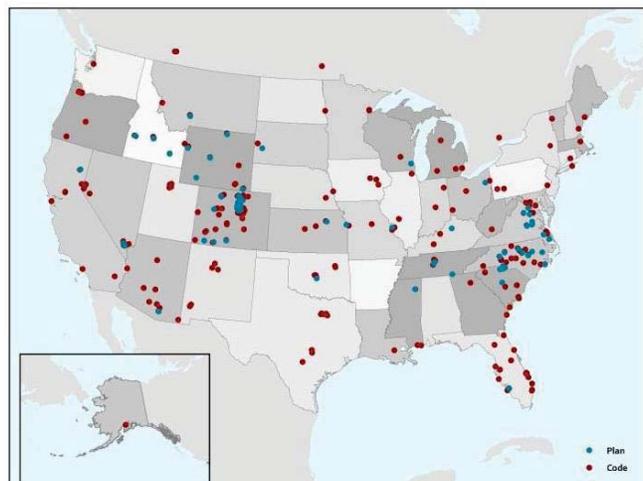
- Nationwide zoning and land use experience
- In business for 24 years
- 20 employees in two offices
- Denver office will manage the Sedona LDC update project

clarionassociates.com

No two code projects are alike. Our vast experience provides Clarion with a solid foundation for developing effective zoning update processes; however, we recognize that the most successful work plans are crafted with staff support and are carefully tailored to best serve the community. Our suggested approach detailed in Section B: *Proposed Scope of Work* follows the general scope outlined in the RFP with some adjustments introduced based on our experience.

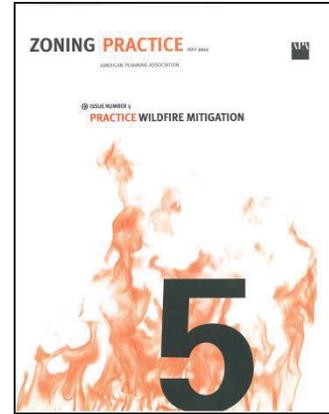
Unique qualities of our firm include:

Depth of Experience. Clarion Associates offers an unparalleled amount of national expertise, combined with a long track record of success in similar projects. We have been working throughout the country since the firm's founding, over 24 years ago. We have performed a full range of planning and zoning services for small and mid-sized communities throughout the United States. Clarion has prepared zoning regulations and plans for over 130 communities across the U.S. and Canada, as illustrated on this map.



Leaders in Sustainable Best Practices. Clarion is recognized as a national leader in creating the concept of sustainable development codes and conducting sustainability audits of codes. We seek to develop innovative approaches, often emphasizing incentives and flexibility to achieve sustainability goals. We recognize that there are no “one-size-fits-all” approaches to sustainability and that standards must be tailored to build on a City’s existing efforts—and also be effective, practical, and politically acceptable.

Examples of our work in this area include sustainable code audits for Washington, D.C., and Salt Lake City, Utah, that garnered national attention. We also produced an extensive analysis for the National Fire Protection Association on the effectiveness of wildfire regulations used around the country and identified best practices and recommendations for adoption of new wildfire regulations.



We have worked recently or currently for cities as varied as Carbondale (Colorado), Salt Lake City, Tucson, and Miami-Dade County on major code amendments to identify barriers to sustainable development and to implement sustainability policy goals. Our recently adopted Unified Development Ordinance in Carbondale, Colorado, integrates several elements of the International Green Commercial Code (IGCC). We prepared revisions to the St. Louis County, Missouri, zoning regulations to incorporate new sustainable regulations addressing green infrastructure, mixed-use infill development, alternative energy production, and accessory dwelling units.

Procedural Streamlining and User-Friendly Codes. Clarion has been retained by dozens of communities across the United States to streamline procedures, reorganize and reformat codes, and make them more user-friendly. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly computerized codes. Like many codes, Sedona’s Land Development Code has been amended in a piecemeal fashion over the years to remedy particular problems. We will identify redundant or conflicting information, and recommend a streamlined set of procedures so that are easier to understand. Most importantly, we understand that modern codes rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied (see the Appendix for a sample of our recent code graphics). The ability to find and understand the law is not just a key to good development — it’s a key to good governance in general.



Infill and Mixed-Use. Clarion has drafted numerous regulations and policies that differentiate between infill development and new development at the edge of communities, in terms of both design and development standards and review procedures. We also recognize that many cities need a hierarchy of mixed-use districts that range from high-intensity areas surrounding transit stops and key activity nodes, to smaller-scale mixed-use areas that integrate well with established neighborhoods. Many other Clarion projects have addressed these issues, such as Aurora, Northglenn, and Littleton, Colorado; Indianapolis, Indiana; Austin, Texas; Portsmouth, Virginia; Duluth, Minnesota; and Winnipeg, Manitoba.

Protecting and Enhancing Community Character. High-quality site and building design that meets community expectations is extremely important in unique communities like Sedona. Clarion team members have significant experience in drafting standards to ensure that development respects and protects established neighborhoods and community character and meets local goals for high-quality design. Our team’s project manager, Matt Goebel, co-authored the influential American Planning Association report, *Aesthetics, Community Character, and the Law*.

Our approach is to keep design standards as focused as possible. Standards that are too rigid and overly complex can often emerge from a design standards effort, and as a result the standards are neither supported by the development community nor effective in achieving the quality of development desired. It is important to “pick the battles” that are key to encouraging desired development patterns. We target prescriptive approaches only on those aspects of site and building design that are essential to meeting community goals. Guidelines or more flexible standards can address other important, but not fundamental, topics. We also strongly support building flexibility and incentives into the code, to help avoid monotonous results and support creativity.

Historic Preservation. Clarion has worked on numerous projects aimed at revitalizing and redeveloping historic areas, such as our recent completion of the new San Antonio Historic Design Standards. Our expertise includes crafting historic district zoning and regulation guidelines, economic analysis of historic restoration, integrating new development projects, and developing heritage tourism initiatives. Principals have produced significant publications on the issue: *A Handbook on Historic Preservation Law*, *Preparing a Historic Preservation Ordinance*, and *Preparing a Historic Preservation Plan*.

Land Use Law. Clarion team members include some of the country’s most experienced land-use law practitioners. Team members have detailed knowledge of U.S. constitutional and federal land use law, including how to avoid takings claims, deal with First Amendment issues (signs, adult uses), and ensure that standards meet due process requirements. Because of our experience in Arizona, we are also familiar with Proposition 207 and its potential impacts on land development regulations.

A Focus on Plan Implementation. We never lose sight of the fact that land use regulations are intended to implement the community’s preferred vision for the future. In this case, the work put into Sedona’s planning efforts must be respected, and we anticipate the need for multiple linkages between regulations and the City’s adopted plans, policies, and goals. We also know that not all plan goals can be effectively addressed through land use regulations. Many of our zoning ordinance projects have come on the heels of a new Comprehensive Plan, and we have considerable experience drafting new regulations to implement plan policies in places like Carbondale, Colorado, described later in this proposal.

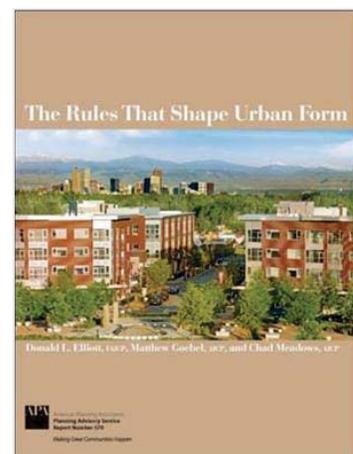
A Track Record of Innovation. Unique planning goals, development histories, and political constraints often require unique land use regulations, and the Clarion professionals pride themselves on mastering cutting-edge techniques and refining them further to meet local needs. Team members have authored leading books and publications such as *The Rules of Urban Form*; *Aesthetics, Community Character and the Law*; *A Better Way to Zone*; *Nature-Friendly Cities*; *True West*, *Wildlife Habitat Protection*; and *The Citizen’s Guide to Planning (Fourth Edition)*, and Zoning Practice Memos on wind energy, web-based zoning codes, wildfire prevention in urban areas, and zone district consolidation. More importantly, we put the results of our research and publication to work for our clients.

TEAM ORGANIZATION

Clarion Associates will serve as the lead firm, managing the project and coordinating all team activities. **Matt Goebel, AICP**, a Director of the firm, will be the Project Manager. He will supervise all code drafting. **Tareq Wafaie, AICP**, a Senior Associate with the firm, will assist with code drafting and public involvement. Associate

“Of all the consulting firms that I have worked with in the past 25 years in both the private and public sectors, Clarion is ranked at the top of my list. I highly recommend them to any entity seeking the most professional, knowledgeable, comprehensive and innovative solutions to local/regional planning and development regulation needs.”

Ralph Becker, FAICP
Salt Lake City Mayor



Summer Frederick, AICP, will assist with research and code drafting. **Eric Wencel** will assist with lead graphics, document layout, and code drafting support. Urban Interactive Studios will assist with the project website.

KEY PERSONNEL

Key Clarion personnel for the Sedona LDC update are introduced below. Detailed resumes for each individual are provided in the Appendix.



Matt Goebel, AICP, is a planner and attorney in the Denver office of Clarion Associates, and a Director of the firm. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included development codes and growth management plans for dozens of large and small jurisdictions around the country. Mr. Goebel is co-author of *Rules that Shape Urban Form and Aesthetics, Community Character, and the Law*, published by the American Planning Association, and also principal author of award-winning studies of regulatory barriers to affordable housing and the economic benefits of historic preservation. He will be responsible for overseeing the project for its entire duration as well the individual responsible for the day-to-day management of the project. He managed the firm's work in Buckeye and portions of the work in Tucson. He performed similar roles for the firm's recent and ongoing work in Lake Tahoe; Frisco and Glenwood Springs, Colorado; and Arlington, Texas.



Tareq Wafaie, AICP, is a senior associate with Clarion Associates' Denver office with ten years professional planning experience. Tareq works primarily on land development codes, natural hazard mitigation, urban renewal, and comprehensive planning. In addition to his work in the private sector, Tareq has experience working in state and local government. Tareq integrates solutions that address changing demographics, sustainability, infill and redevelopment, and other emerging planning issues into development codes across the nation. Tareq is a member of APA and the American Institute of Certified Planners and a frequent speaker at state and national events. Tareq will assist Matt with meeting facilitation and drafting regulations.



Summer Frederick, AICP, is an Associate with Clarion Associates' Denver office. Ms. Frederick has written comprehensive plans, open space plans, and local land regulations. She has conducted land development project reviews and has created and implemented public engagement processes for a variety of local and regional planning efforts. Prior to joining Clarion, Ms. Frederick served as Project Manager for a federally funded regional sustainable community planning grant, where she successfully coordinated a local/regional partnership tasked with creating a region-wide Livability Implementation Plan. She will assist Matt and Tareq with research and drafting.



Eric Wencel is a planner with Clarion Associates' Denver office. He has worked on a variety of project types and offers strong communication, design, problem solving, public engagement, collaboration, and analytical abilities. Using his diverse skillset, Eric assists with the full range of Clarion's work; specializing in helping make planning policy, code, and process more accessible. He contributes considerable illustration and design efforts to Clarion projects, and plays a key role in developing Clarion's 3D visualization abilities and Clarion's Visual Interactive Code services. Above all, Eric is passionate about people. He brings this passion, along with remarkable enthusiasm and creativity, into everything he does, and looks forward to spending his career helping communities envision and achieve their goals. Eric will develop graphics for the Land Development Code and will provide overall document support.

PROJECT REFERENCES

We encourage the City of Sedona to contact the references on the following pages (contact information provided in blue text boxes below each project description).

Buckeye, Arizona | Land Use Code Update



Clarion completed a rewrite of the Land Use Code of this rapidly growing Phoenix-area community to help implement a new General Plan. Key assignments included development of a brand new set of zoning districts (including several mixed-use districts), a complete rewrite of the development review procedures, and creation of new development standards to address issues such as native desert plant protection and commercial building design. The new code gives buckeye a set of user-friendly regulations that are illustrated with both dimensional graphics and photos depicting preferred development styles in the community. The new Buckeye Development Code became effective in 2010.

CONTACT INFORMATION

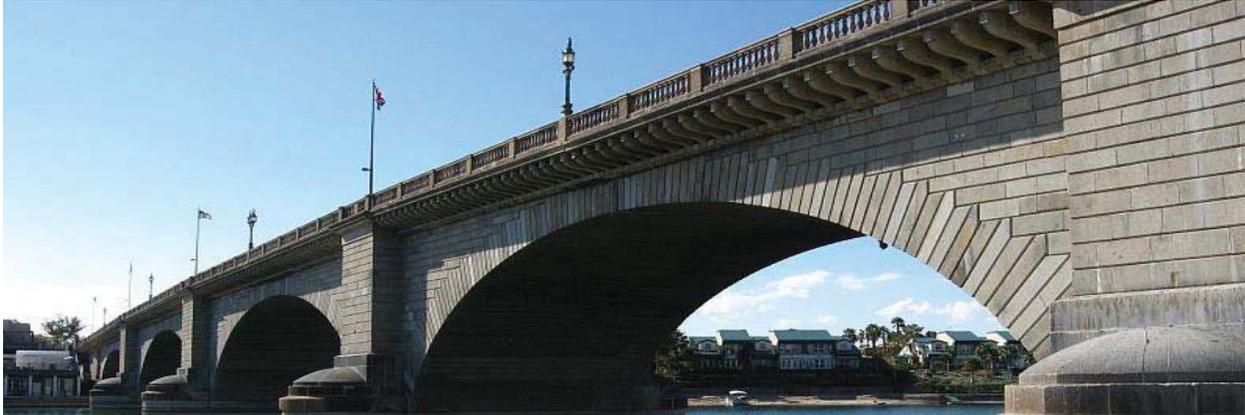
Suparna Dasgupta

Former Director of Community Development in Buckeye (current Principal Planner for City of Tempe, AZ)

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Lake Havasu City, Arizona | Land Development Code Update



Famous as the relocated home of the London Bridge, Lake Havasu City is a desert oasis on the Arizona-California border providing a high quality of life for both retirees and for tourists and vacationers anxious to take advantage of its extensive Lake Havasu shoreline and tourist amenities. Originally designed for a population of 15,000, in 2010 the City passed the 50,000 mark, which required an update to its comprehensive plan to include additional elements and more analysis.

As a corollary, the City's zoning and development codes needed to be updated to match the new Comprehensive Plan and to simplify and rationalize an earlier round of form-based zoning controls that had proven more confusing than effective. In early 2014, Clarion Associates was retained to prepare both a comprehensive plan update and a new Unified Development Code for the City. Key issues included how to comply with Arizona's planning mandates for improved multi-modal transportation in a very low-density, auto-oriented environment, how to promote street-oriented infill along the historic McCulloch main street area, how to implement very detailed plans for tourist-related growth while preserving public access to the shoreline, and creating simpler tools to implement the form-based vision for both the medical/health and retail portions of the downtown area. The Comprehensive Plan updates were adopted in mid-2015 and the Unified Development Code in February 2016, both by unanimous votes of the City Council.

CONTACT INFORMATION

Stuart Schmeling
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Tucson, Arizona | Land Use Code Amendments



The City of Tucson hired Clarion for several projects that involved Land Use Code amendments. The first phase consisted of reorganizing and consolidating the existing ordinances into a comprehensive UDC, and the second phase was focused on substantive updates focused on sustainability. In reorganizing the code, Clarion worked closely with staff to eliminate redundant provisions, clarify vague language, and consolidate related regulatory requirements into logical sections. Major improvements include the incorporation of tables and other graphics to replace extensive sections of text, including notice requirements, pre-application conferences, and neighborhood meetings. Reviewing the drafts of the consolidated development procedures allowed the City to focus on further simplifications, so that the project could include major changes to increase the efficiency and fairness of the development review process. Clarion replaced the City's unique "Development Designator System" (DDS) for dimensional standards with a much simpler and more traditional district-based dimensional system. The new system provided a succinct dimensional table with uniform standards for each district and a new set of residential compatibility standards that, when used in tandem with the new dimensional standards, effectively mitigates the impacts of potentially incompatible adjacent development with far less confusion and need for staff resources. The reorganized code was adopted in the Fall of 2012.

Following the reorganization and reformat of the Tucson, AZ, land development Code, Clarion Associates was retained by the City Planning Department and Office of Conservation and Sustainable Development to undertake a substantive diagnosis of Tucson's land development code from a sustainability perspective. After assisting City staff with an inventory of City sustainability policies and goals in ten topic areas (e.g., climate change, alternative energy, water conservation, food production, recycling), Clarion began a detailed diagnosis of the City's development code to identify barriers to sustainability, possible incentives to encourage sustainable development, and regulatory gaps that needed to be filled to encourage more sustainable and energy efficient land use development, building design, and construction.

Clarion worked closely with staff to develop three "bundles" of targeted code amendments: 1) "Quick Win" sustainability code amendments; 2) General sustainability code amendments; and 3) Urban agriculture code amendments. In addition, Clarion conducted best practices research and developed white papers on a series of topics to facilitate discussion between staff and stakeholders on each "bundle" prior to adoption.

CONTACT INFORMATION

Jim Mazzacco
Planning Administrator, Urban Planning and Design
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Carbondale, Colorado | Unified Development Code



Clarion Associates was retained by the Town of Carbondale to revise their current development regulations and consolidate provisions into a unified development code. During Phase I of this project (completed May 2014), Clarion prepared a detailed annotated outline of how a new unified development code would be organized. The annotated outline was based on a thorough review of current regulations, analysis of best practices, and feedback from extensive stakeholder outreach.

In Phase II, Clarion updated the Carbondale development regulations through a series of modules that break down the new unified development code sections into manageable parts for internal and public review. The first module was related to administration and includes general provisions and procedures for development review. The second module included land uses and districts, followed by the final module on development standards. Each module offered staff, the appointed and elected officials, and the public a chance to review and comment prior to Clarion developing a final consolidated adoption draft of the Unified Development Code. Clarion worked closely with staff and the Planning and Zoning Commission on the execution of this project. Clarion, in partnership with Urban Interactive Studio, developed a project website for interested parties to review documents and provide valuable feedback throughout the course of the project. Carbondale's Unified Development Code was adopted in Spring 2016.

See the Carbondale UDC Table of Contents in the Appendix.

CONTACT INFORMATION

Janet Buck
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Frisco, Colorado | Development Regulations Assessment and Reorganization



Clarion Associates worked with the Town of Frisco to revise their current development regulations and consolidate provisions into a unified development ordinance. During the first phase of the project (completed December 2013), Clarion prepared a detailed assessment of current regulations and an annotated outline of how a new unified development ordinance would be organized. Phase II, completed in Spring 2015, involved reorganizing the existing ordinances (subdivision and zoning) into a more streamlined and user-friendly document. As part of that work, Clarion is developing dozens of graphics, flowcharts, and tables, to better illustrate the regulations.

Clarion is currently working with the Town to make substantive edits to the development regulations, based on the recommendations from Phase I, including revisions to the lineup of zoning districts.

CONTACT INFORMATION

Jocelyn Mills

Community Development Director (*formerly Town of Frisco, currently City of Littleton, CO*)

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Arlington, Texas | Development Code



Arlington is home to approximately 400,000 people and is centrally located mid-way between Dallas and Fort Worth. The City is home to major entertainment and sporting facilities, including the original Six Flags amusement park and the home fields for both the Texas Rangers and the relocated Dallas Cowboys. Clarion Associates was retained to lead a Team to significantly reorganize and rewrite Arlington's zoning ordinance and subdivision regulations. Because much of Arlington is dominated by post-war residential development and aging strip commercial corridors, the Clarion Team developed an innovative set of residential and commercial design standards to spark redevelopment that will help to revitalize the appearance and economic vitality of the City. In addition, Arlington's code had become extremely disorganized through, among other things, the inclusion of approximately 500 pages of amendments that were adopted but never codified into the main code, making it very difficult for users to determine the current requirements. The Clarion Team consolidated and streamlined the code and amendments by modernizing the menu of zoning districts, eliminating unnecessary overlays, and illustrating the new code with tables and graphics to more efficiently convey regulatory requirements.

CONTACT INFORMATION

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B. Proposed Scope of Work

This section summarizes the scope of work and deliverables we propose for Sedona’s Land Development Code update project and identifies responsibilities for both the consulting team and the City. The preliminary budget and timeline in the following sections track this proposed scope of work.

We propose some modifications to the six tasks outlined in the RFP – specifically, by combining project management with public participation, combining the LDC analysis with the annotated outline, and dividing the discussion draft LDC into distinct drafting and adoption steps. We believe this proposed scope of work is the most effective method to meet the proposed LDC adoption date of May 2018. We propose the following tasks to accomplish the scope of work outlined in the RFP:

- **Task 1: Public Participation and Project Management** (includes RFP task 1)
- **Task 2: Project Orientation** (RFP task 2)
- **Task 3: Issue Identification** (RFP task 3)
- **Task 4: LDC Analysis and Annotated Outline** (includes RFP tasks 4 and 5)
- **Task 5: Prepare the Discussion Draft LDC** (partial RFP task 6)
- **Task 6: LDC Adoption** (partial RFP task 6)

All elements of this proposed work plan are flexible and open to discussion and negotiation.

Task 1. PUBLIC PARTICIPATION AND PROJECT MANAGEMENT

Clarion prides itself on a strong public involvement and project management track record. We are excellent communicators, meeting facilitators, and educators who have experience building public support for changes in land-use regulations – even on controversial issues.

Regardless of the specific public input tools implemented in Sedona, the importance of effective public input and education cannot be overstated. With strong citizen and stakeholder involvement, adoption of significant revisions need not be a battle. Without such involvement, however, adoption can sometimes be challenging. Although public engagement and education is woven throughout our proposed work program, we anticipate further discussion of this important issue and refinement of our public involvement strategy during the project orientation meetings described below in Task 2.

1.1. PUBLIC PARTICIPATION PLAN

Public participation related to the drafting of land development codes is unique. In contrast to comprehensive planning projects, code updates often involve detailed, sometimes technical discussions. It takes skill and timing to present such complex materials in an engaging and understandable way, and to avoid “technical topic burnout.” We have extensive experience preparing for and moderating these discussions using a wide range of interactive formats and media. The careful attention that Clarion gives to focused public participation will enable us to build momentum and create support throughout the project timeline.

At the beginning of the project, we will finalize and discuss a detailed public participation plan with City staff. The plan will take full advantage of the various forums available to the City that we have found helpful in other code projects. In particular, the plan will emphasize public involvement, regular workshop meetings with an Advisory Committee, regular reports to elected and appointed officials, and public meetings at important milestones during the process. We recommend that the City begin thinking now about the formation and membership of an Advisory Committee, which could take advantage of active groups already established within Sedona’s citizen engagement program.

Other issues the draft public participation plan will address will include, but not be limited to:

- The role of the Advisory Committee in helping to educate and inform the public. Often, committee members can serve as trusted liaisons to keep various groups informed of project progress and to seek detailed input on targeted issues.
- Potential educational opportunities, such as “zoning 101” presentations to help inform the public about the need for an updated ordinance.
- How technology will be used to keep Sedona stakeholders informed about project progress. While the key technological tool will be the project website (maintained by the City, with content provided by the team), we also have experience using social media tools (e.g., Twitter, Instagram, Facebook) to supplement the website. These types of tools can sometimes be effective in reaching new audiences, such as younger citizens who rarely attend zoning meetings. *We also have provided an optional element for a more robust website, separate from (but linked to) the City’s main website and maintained by the project team. This option appears following our Proposed Scope of Work later in this proposal.*
- The overall schedule/timeline for public participation activities throughout the duration of the project.

Sedona Public Participation Considerations

- *Use the City’s “my sidewalk” site for forums on zoning topics*
- *Take advantage of existing citizen engagement program to establish advisory committee and to build LDC champions*
- *Create a dedicated webpage on City of Sedona’s website (maintained by the City, with content provided by the team)*
- *(Optional separate webpage created by team)*

The plan will be developed prior to the project orientation meeting; following discussion at that meeting, we will prepare a final version for implementation throughout the duration of the project.

1.2. ADVISORY COMMITTEE AND PUBLIC MEETING MATERIALS

For all Advisory Committee and public meetings described in this scope, the Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. These will be prepared in a variety of formats, such as PowerPoint presentations and detailed information sheets. Additional information on specific public meetings is described in later tasks.

1.3. MEETING FACILITATION

In addition to preparing meeting materials, Clarion will facilitate numerous Advisory Committee and public meetings at key times throughout the project, as described in the task descriptions below. The focus and format of the meetings may range (e.g., small workshops, open houses, round tables, public hearings) depending on the project timing, the information being presented for review and discussion, or the intended audience. The general intention of all meetings will be to solicit meaningful feedback from a variety of Sedona stakeholders.

1.4. PROJECT MANAGEMENT

1.4.a. Maintaining Project Schedule and Budget

As part of the project orientation task below, Clarion will work with City staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods. We have found these schedules to be critical to maintaining project momentum. We also will agree with the City on a process for providing regular updates regarding the percentage of work completed and budget expended, per the RFP. As stated in our cost estimate, Clarion has an enviable record of completing projects within budget. Our success is due in part to our regular communication with our clients throughout the project and our ability to make adjustments when necessary.

1.4.b. Conference Calls and Meetings

Throughout the duration of this project, Clarion will be available to participate in regular conference calls, as needed, to assist in providing relevant project reviews and updates. With a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. During those times, we like to communicate regularly with our clients to make sure they understand exactly where the project stands in relation to the schedule. We are also well-versed in GoTo Meeting and similar online tools for meetings that require review of documents or presentation materials using a shared screen and/or video teleconferencing platform.

Summary of Task 1: Public Participation and Project Management	
Deliverables	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> • Prepare Public Participation Plan in MS Word and PDF 	<ul style="list-style-type: none"> • Review public participation plan and provide feedback
<ul style="list-style-type: none"> • Draft presentations for Advisory Committee and public meetings 	<ul style="list-style-type: none"> • Establish project Advisory Committee • Review content and provide feedback
<ul style="list-style-type: none"> • Prepare meeting materials for facilitating public meetings and Advisory Committee meetings, including handouts or other visual materials 	<ul style="list-style-type: none"> • Distribute background information prior to meetings • Schedule meetings with appropriate stakeholders • Make copies for meeting materials that are 11x17 or smaller
<ul style="list-style-type: none"> • Facilitate meetings with the public, appointed officials, elected officials, and/or other interest groups (meetings specified in later tasks) 	<ul style="list-style-type: none"> • Organize public meetings (secure location, logistics, notices, etc.) • Attend and participate in meetings
<ul style="list-style-type: none"> • Maintain project budget and schedule 	<ul style="list-style-type: none"> • Review project schedules and provide feedback
<ul style="list-style-type: none"> • Facilitate regular communication with City staff 	<ul style="list-style-type: none"> • Participate in regular meetings with consultant
Schedule	
Ongoing throughout duration of project, as described in subsequent tasks	

Task 2. PROJECT ORIENTATION

This task is designed to serve as a kick-off for the entire project, and allows for the collection of background information to lay a foundation for all subsequent project-related work.

2.1. BACKGROUND RESEARCH

As a first step, the team will review in greater detail the *Sedona Community Plan* and the various Community Focus Area (CFA) Plans, the existing Land Development Code and zoning map, the *Parks and Recreation Master Plan*, and any other relevant plans and policies as identified by City staff. This background review will form the basis for the initial meetings described below.

2.2. PROJECT ORIENTATION MEETING AND TOUR

On a kick-off trip, the team will hold a project orientation meeting with City staff to discuss overall project goals and to finalize the project work plan and schedule. The team will also discuss the public engagement process to inform the public participation plan, as described earlier. Get-acquainted meetings will be held with the elected and appointed officials as recommended by City staff. We will tour Sedona with City staff so the team can gain an understanding of how key substantive issues are playing out in practice, for example, looking at instances of relatively good and not-so-good development projects.

2.3. INITIAL ADVISORY COMMITTEE MEETING

The team will work with the City project manager to arrange an initial meeting and kick-off with the Advisory Committee. During this meeting, the team will provide an introduction to the project scope and schedule, and facilitate a discussion with the Advisory Committee to explore ideas to generate meaningful stakeholder involvement and to learn about the Committee’s overall goals for this project. As previously mentioned, City staff should begin thinking about the composition of the Advisory Committee as soon as possible (if one has not already been established), well before the project kick-off.

2.4. STAKEHOLDER INTERVIEWS

On the same trip as the kick-off meetings described above, the team will begin the public participation process by facilitating detailed discussions of land development issues with a variety of Sedona stakeholders. These discussions will be held on a one-on-one or very small group basis with individuals who are familiar in some way with the existing code or land use issues generally in Sedona, such as neighborhood advocates, developers, business owners, consultants, and attorneys. Additionally, we will develop a survey (both printed and online) to be circulated among stakeholders, including staff in other City departments. This survey will help produce a thorough analysis and record of the existing Land Development Code’s strengths and weaknesses and will help inform the Issue Identification memorandum described in Task 3. If recommended by the City, we also will facilitate a general public meeting on the same trip to introduce the project to the general public.

Summary of Task 2: Project Orientation	
Deliverables	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> Review background documents 	<ul style="list-style-type: none"> Provide data and documents not currently available from the City’s website
<ul style="list-style-type: none"> Prepare survey for staff distribution 	<ul style="list-style-type: none"> Review survey and provide feedback Distribute survey internally and make available on the City’s website
Projected Meetings	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> Facilitate project orientation meetings with staff and Advisory Committee (and City officials as recommended by staff) Participate in tour of Sedona 	<ul style="list-style-type: none"> Organize meetings (secure location, logistics, notices, etc.) Attend and participate in meetings Schedule meetings or work-session to introduce consultants to the decision makers Organize tour of Sedona and distribute tour maps/materials in advance (if applicable)
<ul style="list-style-type: none"> Conduct stakeholder interviews 	<ul style="list-style-type: none"> Identify stakeholders and schedule interviews
Schedule	
Within two months of project initiation; by November 30, assuming an October 1 start date	

Task 3. ISSUE IDENTIFICATION MEMO

3.1. ISSUE IDENTIFICATION MEMO – STAFF DRAFT

Following the kick-off trip, Clarion will prepare a brief memorandum (5-10 pages) summarizing the major issues facing Sedona that could be addressed through the Land Development Code update. Clarion will first prepare a staff draft of the Issue Identification memo to be reviewed by the City’s core project team. This memo will likely include several issues as noted in the RFP, and will supplement those based on our own analysis and also the results of the stakeholder interviews, surveys, and meetings with the Advisory Committee, City staff, and public

officials. We also understand that staff has developed a list of Code sections and/or issues that need to be addressed in the project. The memo may be organized by topic, provided there are recurring themes that come out of the kick-off meetings.

3.2. ISSUE IDENTIFICATION MEMO – PUBLIC DRAFT

Following receipt of a consolidated set of written City comments, Clarion will prepare a public draft Issue Identification memo for distribution to the Advisory Committee, the public, and City officials.

Summary of Task 3: Issue Identification Memo	
Deliverables	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> • Prepare staff draft Issue Identification Memo in MS Word and PDF • Prepare public draft Issue Identification Memo in MS Word and PDF 	<ul style="list-style-type: none"> • Review staff draft and provide a consolidated set of City comments • Review public draft and distribute internally, to the Advisory Committee, to the public, and make available on the City’s website
Schedule	
Within four weeks of the kick-off meetings	

Task 4. LDC ANALYSIS AND ANNOTATED OUTLINE

NOTE: We suggest combining the LDC Analysis and the Annotated Outline to achieve greater efficiencies with the project budget and schedule.

4.1. LDC ANALYSIS AND ANNOTATED OUTLINE –STAFF DRAFT

Based on our professional experience, and building on information gathered during Tasks 2 and 3, Clarion will prepare a detailed analysis of the current Sedona Land Development Code. The LDC Analysis will address issues such as, but not limited to:

- The LDC’s effectiveness in implementing, and consistency with the Sedona Community Plan;
- Overall ordinance organization and user-friendliness.
- How the LDC responds to issues raised in the Issues Identification Memo and the project goals in the RFP (not listed here, to conserve space);
- Development review procedures as identified in the code, and as carried-out in practice; and
- Strengths and weaknesses of the existing ordinance related to the above topics;
- National best practices relevant to the City of Sedona; and
- Opportunities to streamline application and review process, correct inconsistencies between the ordinance and relevant policies, and suggest ways to make the application and review procedures clearer and more user-friendly.

Concurrently with the LDC Analysis, Clarion will prepare a detailed annotated outline for an updated LDC. This outline will provide detailed recommendations for an improved organizational structure, and describe how the new LDC will be integrated with other Sedona regulations, ordinances, and guidelines. The Annotated Outline will include a description of innovative options to consider, and commentary explaining the rationale for any recommended approaches.

As with the Issues Identification Memo, the first draft of the LDC Analysis and Annotated Outline will be for internal staff review only. That review allows staff time to provide Clarion with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.

4.2. LDC ANALYSIS AND ANNOTATED OUTLINE – PUBLIC DRAFT

After the team revises the staff draft, based on one round of consolidated written comments from staff, a public draft will be released. We will convene a meeting with the Advisory Committee and one public meeting (with the Planning and Zoning Commission) to discuss the report and receive comments. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the drafting of the new ordinance. In our experience, obtaining early consensus on issues contained in the report is a crucial step toward ensuring that the remainder of the process proceeds smoothly and effectively.

See a sample Table of Contents from the Carbondale, Colorado, UDC and an Annotated Outline from Glenwood Springs, Colorado in the appendix.

Summary of Task 4: LDC Analysis and Annotated Outline	
Consultant Team Responsibilities/Deliverables	
<ul style="list-style-type: none"> • Prepare staff draft of LDC Analysis and Annotated Outline in MS Word and PDF • Prepare public draft of LDC Analysis and Annotated Outline in MS Word and PDF 	City Staff Responsibilities
	<ul style="list-style-type: none"> • Review draft and provide one round of consolidated written comments • Distribute public draft
Projected Meetings	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> • Present public draft of LDC Analysis and Annotated Outline (Advisory Committee; Planning and Zoning Commission public meeting on same trip) 	<ul style="list-style-type: none"> • Organize meetings with the Advisory Committee and public and distribute background materials prior to the meetings
Schedule	
Deliver staff draft within six weeks following delivery of Issue Identification Memo	

Task 5. PREPARE DISCUSSION DRAFT LDC

5.1. DRAFT LAND DEVELOPMENT CODE – STAFF DRAFTS

Following completion and approval of the LDC Analysis and Annotated Outline, Clarion will begin drafting the revised LDC according to the agreed-upon structure. Document drafts will be user-friendly and include all the substantive new materials discussed in the earlier reports. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts will include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in the Issue Identification Memo, the LDC Analysis, and the Annotated Outline where applicable.

The updated LDC will likely include a substantial amount of new information, presented in a new format. It will be difficult for any review body – staff, stakeholders, community members – to read and digest all of the new information in its entirety. We recommend dividing the drafting of the new Land Development Code into three modules. While the specific order and contents of each is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

5.1.a. Module 1 – Zone Districts and Uses

This component will include drafts of the proposed districts (new or existing districts, plus dimensional standards) and the uses allowed by right or by review in each district. As described in the RFP, districts will reflect Sedona’s needs based on the *Sedona Community Plan*, Community Focus Areas, and other area-specific planning efforts. This material is the backbone of most zoning codes and it is important that zoning districts are drafted simultaneously to ensure they use a consistent vocabulary, and that the proposed districts are not overlapping or

repetitive. The districts will include both text and illustrations for each district that address applicable use, scale, siting, and (potentially) building form. One important component of this work is to modernize and simplify permitted use lists and controls to allow flexibility for market-driven adjustments, to address more modern and emerging land uses, and to remove antiquated uses.

5.1.b. Module 2 – Development and Design Standards

This component will include standards that address the look and feel of new development and redevelopment (e.g., landscaping, parking, connectivity, building design, and lighting). The development standards are also expected to address environmental and open space protection, sustainability (e.g., renewable energy infrastructure), redevelopment and infill standards, and area-specific standards.

5.1.c. Module 3 – Administration and Procedures

This component will outline all the review and approval procedures in Sedona related to land use and development. Existing procedures will be reviewed and updated and/or completely rewritten with general goals of promoting efficient and predictable decision-making. All responsibilities of the various review and decision-making bodies will be summarized in an easy-to-read table. This module also will cover general provisions, enforcement procedures, and rules for nonconformities.

The list of articles to be amended in the existing LDC is on page 2 of the RFP. Clarion will work with City staff during the Annotated Outline stage to identify specific articles/chapters to include in each module. We recommend including applicable definitions in each module, building up to a final consolidated list of definitions.

For each module, a staff draft will be created and circulated for review by key staff to check the factual accuracy (e.g., to ensure any procedures to be carried forward are described correctly) and feasibility of recommended changes. Each staff draft will be accompanied by a cover memorandum that summarizes the major new features of the draft, significant changes from current provisions, and explanations of the new material. While staff is reviewing the first module, the team will begin drafting the second module, and so on. Following this schedule, drafting and staff review proceeds in an efficient manner that maintains project momentum.

5.2. DRAFT LAND DEVELOPMENT CODE - PUBLIC DRAFTS

Based on staff comments, the team will produce revised, refined drafts of each module for broad distribution to the Advisory Committee, key stakeholders, and the public.

With each public draft module, Clarion will schedule a trip to present the module to the Advisory Committee and the public. We recommend two meetings per module – one for the Advisory Committee and one for the general public, scheduled to occur on the same trip. Clarion will facilitate the meetings and prepare materials and presentations for such meetings, seeking staff review and input before finalizing them. We anticipate staff will attend and provide brief introductions and participate in the majority of the public meetings.

5.3. TESTING THE LAND DEVELOPMENT CODE

Clarion will work with City staff to identify appropriate testing scenarios for the new draft LDC standards. As one option, Clarion can provide testing on hypothetical projects using a “before and after” approach by which we demonstrate the scope and challenges with a project under the current code followed by the same project under the proposed Land Development Code. Another option would be to select various hypothetical or real projects that address known issues in the community (such as parking, landscaping, or design) or related to the approval procedures for certain types of projects. Depending on the complexity of the testing scenarios, we have budgeted for approximately five development scenarios. The key characteristics that would change based on the new LDC would be summarized for each scenario in a brief handout or PowerPoint presentation. Additional specifics on the testing scenarios and their presentation should be discussed with staff in greater detail during project kick-off.

5.4. CONSOLIDATED DRAFT LAND DEVELOPMENT CODE

Based on comments received from staff, the Advisory Committee, other stakeholders, and the general public, we will revise the public draft modules to create a consolidated Draft Land Development Code.

We recommend three meetings on this draft, including one Advisory Committee meeting and two general public meetings, scheduled to occur on the same trip. Clarion representatives will lead the development of all meeting materials and will be available in person to present the materials at these meetings. We will also present the results of the testing scenarios at these meetings.

5.5. ADOPTION DRAFT LAND DEVELOPMENT CODE

After receiving comments on the Consolidated Draft Land Development Code, Clarion will revise the document and create an Adoption Draft Land Development Code to be carried forward into the adoption process. This draft will include final versions of all illustrations, charts, and tables.

Summary of Task 5: Prepare Discussion Draft LDC	
Consultant Team	
Responsibilities/Deliverables	City Staff Responsibilities
<ul style="list-style-type: none"> Prepare Staff Drafts of LDC (in three modules) in MS Word and PDF 	<ul style="list-style-type: none"> Review drafts and provide one round of consolidated written comments on each module
<ul style="list-style-type: none"> Prepare Public Drafts of LDC (in three modules) in MS Word and PDF 	<ul style="list-style-type: none"> Review public drafts and note any further comments Consolidate comments from stakeholders and public on each module
<ul style="list-style-type: none"> Test draft LDC standards and procedures based on pre-determined scenarios 	<ul style="list-style-type: none"> Work with consultant to identify appropriate testing scenarios and methodologies
<ul style="list-style-type: none"> Prepare Consolidated Draft LDC (one consolidated draft) in MS Word and PDF 	<ul style="list-style-type: none"> Review public draft and note any further comments
<ul style="list-style-type: none"> Prepare Adoption Draft LDC in MS Word and PDF 	
Projected Meetings	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> Public Draft LDC: Present public drafts of three modules to Advisory Committee and public to solicit feedback - six meetings total (three Clarion trips) 	<ul style="list-style-type: none"> Organize meetings and distribute background materials prior to the meetings Consolidate comments from stakeholders and public on each module
<ul style="list-style-type: none"> Consolidated Draft LDC: Present public draft to Advisory Committee and public to solicit feedback - three meetings total (one Clarion trip) 	<ul style="list-style-type: none"> Organize meetings and distribute background materials prior to the meetings Consolidate comments from stakeholders and public
Schedule	
Deliver and hold public meetings on Consolidated Draft LDC by March 2018, assuming an October 2016 start date (to allow April-May 2018 for final adoption)	

Task 6. LDC ADOPTION

6.1. EXECUTIVE SUMMARY

Clarion will provide the Planning and Zoning Commission and the City Council with the Final Draft Land Development Code in a form appropriate for their review and consideration for final adoption. To accompany the

Final Drafts, Clarion will prepare an Executive Summary that describes the project and the final documents, detailing comparisons between the existing and proposed ordinances, and summarizing all major changes.

6.2. ADOPTION DRAFT PRESENTATION AND PUBLIC MEETINGS

Clarion will assist City staff in the presentation of the Adoption Draft at three public meetings, developing materials for each. Clarion will then make one additional round of edits based on feedback received at the public meeting, based on consolidated written direction provided by staff. Additional meetings can be added to the scope and budget on a time-and-expenses basis.

6.3. FINAL LAND DEVELOPMENT CODE

Based on comments and direction from the City Council, the public, and staff, as summarized in consolidated written direction provided by staff, we will create the final adopted draft of the new Land Development Code for the City’s files. This final draft will be prepared to live on the City of Sedona’s website in a user-friendly and searchable format. We can also discuss with staff other opportunities for developing an interactive web format for the new code.

6.4. SEDONA LDC SUMMARY POWERPOINT

Following the final adopted draft of the new code, Clarion will prepare a PowerPoint presentation that walks through the changes from the old code to the new LDC and highlights some of the new features of the LDC. Clarion will walk through the presentation with staff using *GoToMeeting* or a similar platform as part of this proposed scope of work. Clarion will be available to facilitate additional in-person training for staff and/or other stakeholders upon request on a time-and-expenses basis.

Summary of Task 6: LDC Adoption	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> • Submit final drafts in MS Word and PDF • Prepare executive summary to accompany final drafts in MS Word and PDF • Participate in three public meetings • Make edits to Adoption draft following each public meeting based on consolidated written comments from staff 	<ul style="list-style-type: none"> • Organize meetings and distribute background materials prior to the meetings • Consolidate comments from stakeholders and public on each iteration of the Adoption draft
Projected Meetings	
Consultant Team Responsibilities	City Staff Responsibilities
<ul style="list-style-type: none"> • Present Adoption drafts in Sedona at three public meetings – three meetings total (three Clarion trips) 	<ul style="list-style-type: none"> • Organize meetings and distribute background materials prior to the meetings • Consolidate comments from stakeholders and public on each draft
Schedule	
Hearings TBD	

OPTIONAL: PROJECT WEBSITE DEVELOPMENT

While the base work program described above includes a dedicated project web page built off the City's website and maintained by City staff, Clarion Associates has partnered with **Urban Interactive Studio (UIS)** to offer an optional suite of website and public engagement tools to support the development of the LDC. UIS would create an interactive project website to help the Clarion team effectively reach the Sedona community, easily share news and updates, and meaningfully involve the public.

The site will be based on UIS's flagship product, EngagingPlans, which is a suite of semi-customizable web apps that can stand alone or be integrated with EngagingPlans, offering additional in-depth opportunities for public involvement and feedback. EngagingPlans reaches, informs, and involves citizens and stakeholders in civic projects and decision making. This interactive website forms the backbone of project communications, keeping documents, events, news and FAQs clear and up-to-date in one accessible location. EngagingPlans encourages public participation by offering multiple ways to elicit and collect feedback from the community.

The site can contain tools to foster in-depth engagement through mobile mapping and interactive workbooks. These web apps create unique opportunities for public involvement and feedback by offering visual, dynamic activities that are accessible and relevant to the Sedona community and simultaneously provide meaningful insights to the Clarion project team. While the feature can be set up in different ways to meet a variety of project goals, key elements include:

Mapping. The site will contain features that allow the project team to invite people to identify places of interest and offer specific insights about them. Depending on the specific project goals, mapping apps can be used to:

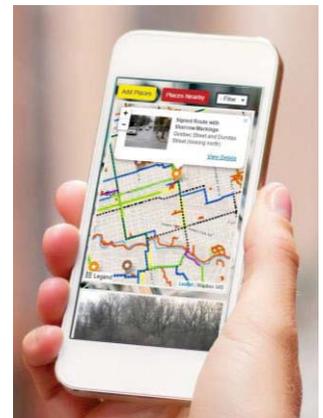
- Collaboratively map community assets;
- Collect detailed data and observations for particular locations; and
- Compare different maps side-by-side.

Workbooks. The site will contain features that allow the project team to combine visual information about project challenges and opportunities with short activities to educate people and ask for informed input. Workbooks can be used to:

- Introduce and evaluate design concepts and alternatives (such as the testing scenarios described later in this workplan);
- Provide an online complement to traditional public workshops; and
- Translate long documents into interactive learning and feedback exercises.

Budget. The budget for this additional work element would be based on the particular features selected, and is in addition to the proposed costs outlined in Section C of this proposal.

- Base site: \$250/month plus \$125/hour for customizations (includes web development and hosting)
- Mapping: \$2,500 - \$3,500
- Workbooks: \$6,500 - \$9,500
- Total Budget Range (assuming site is live for 18 months): \$13,500 - \$18,000+



SCHEDULE

Based on our experience, we believe that a schedule resulting in adoption by May 31, 2018, is realistic for the proposed scope of work (though of course the actual adoption date depends on political factors and thus can be somewhat unpredictable). We outlined a process in this proposal that we believe works and that meets the City's desired timeframe by resulting in draft Code that has been through numerous public meetings by March 2018, which then allows two months for the final adoption, which often we find can be a formality if prior meetings have been well-attended, informative, and productive. We are happy to further discuss alternatives with you at the discretion of staff and/or the evaluation committee. We summarized our proposed schedule in the table below. Dates are based on an October 1, 2016, start date; to be adjusted upon actual kick-off.

TASK	TIMING
Task 1 – Public Participation and Project Management	October 1, 2016 - ongoing
Task 2 – Project Orientation	October 1, 2016 – November 30, 2016
Task 3 – Issue Identification Memo	December 1, 2016 – January 6, 2017
Task 4 – LDC Analysis and Annotated Outline	January 6, 2017 – February 17, 2017
Task 5 – Prepare Discussion Draft LDC	February 2017 – March 2018
Task 6 – LDC Adoption	March 2018 – May 31, 2018

C. Cost

A preliminary project budget, broken down by tasks, is summarized on the following page. It includes all professional fees, travel, and other reimbursable expenses. This cost estimate is based on the team's extensive experience with similar code rewrite projects. All numbers are preliminary and open to discussion and negotiation. We are flexible and committed to developing a work plan, division of labor, and budget consistent with the City's resources and objectives.

Clarion Associates has an enviable record of completing projects within budgeted amounts. We maintain that record by developing a budget allocation, by task, with our client, at the start of the project. We maintain flexibility to reallocate a budget between tasks with the consent of the client, but our task-based approach allows us to carefully track our level of effort at each phase in order to spot potential overruns well in advance. In almost all cases, we are able to make mid-course adjustments to the workflow in order to complete the entire project within budget. Clarion prefers to bill monthly, based on the percentage of work completed the prior month, but we are happy to discuss alternatives.

Out-of-Pocket Expenses

Clarion's out-of-pocket expenses include airfare, rental car, lodging, and meals for 9 trips by Matt Goebel and 7 trips by Tareq Wafaie. All trips are assumed to include two nights lodging, and two days of meals per person. Additional detail provided in the table below.

	Matt Goebel	Tareq Wafaie	TOTAL
Airfare	\$3,600	\$2,800	\$6,400
Rental car	\$1,800	\$0	\$1,800
Lodging	\$2,700	\$2,100	\$4,800
Meals	\$900	\$700	\$1,600
TOTAL	\$9,000.00	\$5,600.00	\$14,600.00

Sedona, Arizona - Land Development Code Updates						
	Clarion Associates				TOTAL	% of Total Budget
	Goebel	Wafaie	Frederick	Wencel		
Hourly Rate	\$200	\$95	\$80	\$65		
Task 1. Public Participation and Project Management						
1.1 Public participation plan	12	16			\$3,920	
1.2 Advisory Committee and public meeting materials <i>(integrated into other tasks below)</i>					\$0	
1.3 Meeting facilitation <i>(integrated into other tasks below)</i>					\$0	
1.4 Project management	40	40			\$11,800	
Hours	52	56	0	0	108	
Labor Costs	\$10,400	\$5,320	\$0	\$0	\$15,720	
Number of Trips						
Trip Costs	\$0	\$0			\$0	
Task Total					\$15,720	6.43%
Task 2. Project Orientation						
2.1 Background research	8	12		8	\$3,260	
2.2 Project orientation meeting and tour	16	24			\$5,480	
2.3 Initial Advisory Committee meeting	4	4			\$1,180	
2.4 Stakeholder interviews	16	24			\$5,480	
Hours	44	64	0	8	116	
Labor Costs	\$8,800	\$6,080	\$0	\$520	\$15,400	
Number of Trips	1	1				
Trip Costs	\$1,000	\$800			\$1,800	
Task Total					\$17,200	7.03%
Task 3. Issue Identification Memo						
3.1 Issue identification memo - staff draft	8	32			\$4,640	
3.2 Issue identification memo - public draft	4	16			\$2,320	
Hours	12	48	0	0	60	
Labor Costs	\$2,400	\$4,560	\$0	\$0	\$6,960	
Number of Trips						
Trip Costs	\$0	\$0			\$0	
Task Total					\$6,960	2.84%
Task 4. LDC Analysis and Annotated Outline						
4.1 LDC Analysis/Outline - staff draft	32	90			\$14,950	
4.2 LDC Analysis/Outline - public draft <i>(including trip to present)</i>	32	40			\$10,200	
Hours	64	130	0	0	194	
Labor Costs	\$12,800	\$12,350	\$0	\$0	\$25,150	
Number of Trips	1	1				
Trip Costs	\$1,000	\$800			\$1,800	
Task Total					\$26,950	11.02%
Task 5. Prepare Discussion Draft LDC						
5.1 Draft Land Development Code - staff drafts						
Module 1 - Zone districts and uses	36	100	40	80	\$25,100	
Module 2 - Development/design standards	40	120	40	60	\$26,500	
Module 3 - Administration and procedures	32	90	8		\$15,590	
5.2 Draft Land Development Code - public drafts						
Module 1 - Zone districts and uses <i>(including trip to present)</i>	24	40		32	\$10,680	
Module 2 - Development/design standards <i>(including trip to present)</i>	24	60		32	\$12,580	
Module 3 - Administration and procedures <i>(including trip to present)</i>	24	40		2	\$8,730	
5.3 Testing the Land Development Code	24	40	32	40	\$13,760	
5.4 Consolidated draft Land Development Code <i>(including trip to present)</i>	36	80	8	32	\$17,520	
5.5 Adoption draft Land Development Code	24	40		16	\$9,640	
Hours	264	610	128	294	1,296	
Labor Costs	\$52,800	\$57,950	\$10,240	\$19,110	\$140,100	
Number of Trips	4	4				
Trip Costs	\$4,000	\$3,200			\$7,200	
Task Total					\$147,300	60.21%
Task 6. LDC Adoption						
6.1 Executive summary	4	8			\$1,560	
6.2 Adoption draft presentation and public meetings	48	20			\$11,500	
6.3 Final Land Development Code	32	60				
6.4 Sedona LDC Summary PowerPoint	4	8				
Hours	88	96	0	0	184	
Labor Costs	\$17,600	\$9,120	\$0	\$0	\$26,720	
Number of Trips	3	1				
Trip Costs	\$3,000	\$800			\$3,800	
Task Total					\$30,520	12.47%
TOTAL					\$244,650	100.00%

Appendix

Individual Resumes

Clarion Associates

- Matt Goebel, AICP, Esq.
- Tareq Wafaie, AICP
- Summer Frederick, AICP
- Eric Wencil

Urban Interactive Studio

- Chris Haller
- Fritz Clauson

Excerpts from Clarion Projects

- Carbondale UDC Table of Contents (effective May 9, 2016)
- Glenwood Springs Annotated Outline (excerpt from development regulations analysis dated November 2015)
- Sample graphics from recent Land Development Code projects



MATT GOEBEL, AICP

Director

Education

Juris Doctor &
Master of Regional Planning
University of North Carolina
at Chapel Hill

Bachelor of Arts (Plan II Honors)
University of Texas at Austin

Professional History

Clarion Associates, LLC
Partner and Vice President
2001 - present
Associate, 1997-2000

Professor David R. Godschalk
Research Assistant, 1993-1997

Professional Associations

American Planning Association
Member

American Institute of
Certified Planners
Member

Denver, Colorado, and
American Bar Associations
Member

Publications

Rules that Shape Urban Form.
American Planning Association, PAS
570, 2012. (with Donald Elliott and
Chad Meadows)

*Aesthetics, Community Character, and
the Law.* American Planning
Association, PAS 489/490, 2000. (with
Christopher J. Duerksen)

*Natural Hazard Mitigation: Recasting
Disaster Policy and Planning.*
Washington, D.C.: Island Press, 1999.
(with David R. Godschalk et al.)

*Reducing Housing Costs Through
Regulatory Reform: A Handbook for
Colorado Communities* (principal
author). Denver: Colorado
Department of Local Affairs, 1999.
(Colorado APA Planning Award)

www.clarionassociates.com

Matt Goebel, a Director of the firm, is a planner and attorney in the Denver office of Clarion Associates. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included development codes and growth management plans for dozens of large and small jurisdictions around the country. Mr. Goebel is co-author of *Rules that Shape Urban Form* and *Aesthetics, Community Character, and the Law*, published by the American Planning Association, and also principal author of award-winning studies of regulatory barriers to affordable housing and the economic benefits of historic preservation.

Representative Major Projects

Land Development Regulations

- Alaska: Anchorage
- Arizona: Buckeye, Oro Valley, & Tucson
- California: Pasadena & Sacramento County
- Colorado: Carbondale, Englewood, Erie, Frisco, Garfield County, Lake County, Mesa County, Northglenn, Pagosa Springs, & San Miguel County
- Idaho: Boise
- Michigan: Detroit
- Nevada: Henderson & Sparks
- New Mexico: Santa Fe & Silver City
- North Carolina: Apex, Cary, Charlotte, & Morrisville
- Oklahoma: Broken Arrow
- Oregon: Jackson County
- South Carolina: Greenville
- Tahoe Regional Planning Agency
- Texas: Arlington, Austin, Denton, Irving, Rowlett, & San Antonio
- Wisconsin: Dodge County

Plans

- Growth management: Apex, Cary, and Wake County, North Carolina; Beaufort County, South Carolina
- Historic preservation: McAllen, Texas; Salt Lake City, Utah
- River protection: Jordan River region, Utah

Other Studies

Studies of the economic impacts of historic preservation for the states of Michigan and Colorado (the latter recognized by History Colorado as an outstanding contribution to preserving Colorado's cultural heritage.)



TAREQ WAFAlE, AICP

Senior Associate

Education

University of Colorado at Denver
Master of Urban & Regional Planning

Metropolitan State University
of Denver
Bachelor of Science, Land Use

Professional History

Clarion Associates, LLC
Senior Associate, 2015 - present
Associate, 2012 – 2015

State of Colorado (DOLA)
Senior Planner/Community
Development Specialist, 2010-2012

URS Corporation
Planner, 2006-2010

Professional Associations

American Institute of
Certified Planners, Member

American Planning Association
(National and Colorado Chapter)
Member

Publications

The Right Time, The Right Place, The
Right Code | Colorado Municipalities
Magazine, April 2012

Planning Now to Protect the Past and
Nurture the Future | Colorado
Municipalities Magazine, June 2014

Community Involvement

Board of Directors (Professional
Development Officer)
APA Colorado, 2013-present

Co-chair of the Sustainability
Committee, APA Colorado, 2011-2013

Advisory Council member, Colorado

www.clarionassociates.com

Mr. Wafaie is a Senior Associate in Clarion's Denver office. He has ten years of professional land use planning experience working on a variety of projects including land use and zoning code diagnosis and reform, urban renewal, comprehensive planning, station-area planning, and natural hazard mitigation. Before joining Clarion, he was a development review planner, and spent two years providing technical assistance and training on land use issues to communities across Colorado. Wafaie is a member of the American Institute of Certified Planners and is a frequent speaker at regional and national planning conferences.

Representative Major Projects

- Zoning Code Needs Assessment | Aurora, Colorado
- Unified Development Code | Aurora, Colorado
- Unified Development Code | Buena Vista, Colorado
- Comprehensive Plan Update | Buena Vista, Colorado
- Unified Development Code | Carbondale, Colorado
- Unified Development Ordinance Reorganization | Frisco, Colorado
- Land Development Code Assessment | Frisco, Colorado
- Development Regulations Updates | Glenwood Springs, Colorado
- Development Regulations Assessment | Glenwood Springs, Colorado
- Targeted Development Code Updates | Littleton, Colorado
- Land Development Code Update | Longmont, Colorado
- Envision Longmont - Comprehensive Plan Update | Longmont, Colorado
- Development Regulations Analysis | Northglenn, Colorado
- Development Regulations Rewrite | Northglenn, Colorado
- Integrated Development Ordinance | Albuquerque, New Mexico
- Denton Development Code Assessment and Update | Denton, Texas
- Charlotte TOD Zoning Regulations | Charlotte, North Carolina
- Charlotte Zoning Code Assessment | Charlotte, North Carolina
- Indy ReZone – Unified Development Ordinance | Indianapolis, Indiana
- Community Planning Assistance for Wildfire | Austin, Texas
- Urban Wildfire Risk Study | 5 cities in western U.S
- Planning for Hazards: Land Use Solutions for Colorado | State of Colorado
- Wildfire Planning and Regulations Assessment | Summit County, Colorado
- Comprehensive Plan Update | Milliken, Colorado
- Foothills Mall Existing Conditions Study | Fort Collins, Colorado
- DRCOG General Planning Services | Denver, Colorado



SUMMER FREDERICK, AICP

Associate

Education

University of Virginia
Master of Urban & Environmental
Planning

University of Virginia
Bachelor of Arts, English Literature

Professional History

Clarion Associates, LLC
Associate, 2015 – present

Thomas Jefferson Planning District
Commission
Project Manager, 2011 – 2013

County of Albemarle, VA
Senior Planner, 2006-2011

Professional Associations

American Institute of
Certified Planners, Member

American Planning Association
(National and Colorado Chapter),
Member

Summer Frederick is an Associate with Clarion Associates’ Denver office. During her ten years of professional planning experience Ms. Frederick has written comprehensive plans, open space plans, and local land regulations. She has conducted land development project reviews and has created and implemented public engagement processes for a variety of local and regional planning efforts. Prior to joining Clarion, Ms. Frederick served as Project Manager for a federally funded regional sustainable community planning grant, where she successfully coordinated a local/regional partnership tasked with creating a region-wide Livability Implementation Plan.

Representative Major Projects

- **Zoning Ordinance & Map Revision** | Syracuse, New York
- **Smart Growth Update & Implementation** | Marcy, New York
- **Unified Development Ordinance** | Albuquerque, New Mexico
- **Development Code Updates** | Littleton, Colorado
- **Comprehensive Zoning Ordinance Update** | Brunswick, Maine
- **Land Development Code** | Tamarac, Florida
- **Livable Communities Planning Project** | Charlottesville, Virginia*
- **Comprehensive Plan Update** | Albemarle County, Virginia*
- **Martha Jefferson Hospital Campus Review** | Albemarle County, Virginia*
- **Belvedere Station Review** | Albemarle County, Virginia*

* With previous employers



ERIC WENCEL

Associate

Education

Kansas State University
Master of Regional &
Community Planning
(5-year non-baccalaureate program)

Kansas City Design Center 2013 Studio

Professional History

Clarion Associates, LLC
Associate, 2014 – present

Katalyst Group, LLC
CNC Mill Operation/Fabrication, 2014

BNIM Architects
Planner, 2013-2014

City of Chesterfield, MO
Intern, 2011-2012

Professional Associations

American Planning Association
Member

Community Involvement

Liaison to regional and national APA
KSU APA Student Group, 2012

Communications Officer
KSU USGBC Student Group, 2011

Mr. Wencel is a planner with Clarion Associates' Denver office, and a graduate of the Regional and Community Planning program at Kansas State University. While providing support for the full range of Clarion's work, Mr. Wencel also plays a key role in developing Clarion's graphic visualization and communication abilities. Recent work includes using Esri's CityEngine software to visualize urban design and land use typologies for Envision Longmont, and spearheading creation of Clarion's Visual Interactive Code service. Above all, Mr. Wencel is passionate about people and helping communities envision and achieve their goals.

Representative Major Projects

- **Envision Longmont** | Longmont, CO
- **Unified Development Code** | Carbondale, CO
- **Visual Interactive Code** | Allen County/Fort Wayne, IN
- **Zoning Code Update** | Aurora, CO
- **Zoning Code Update** | Tamarac, FL
- **Zoning Code Illustration and Re-organization** | Frisco, CO
- **Zoning Code Update** | Lake Havasu City, AZ
- **Urban Area Comprehensive Plan Update** | Manhattan, KS
- **NextRail KC and NorthRail KC streetcar expansion plans** | Kansas City, MO*
- **Downtown Parking Strategy** | Overland Park, KS*
- **South Cedar Creek Connectivity Plan** | Olathe, KS*
- **Independence Avenue Corridor Urban Vision** | Kansas City, MO*
- **Neighborhood Conservation Overlay** | Kansas City, MO*
- **Riverside Park Vision** | St. Marys, KS*

* Work with previous firms or student work

Chris Haller

Founder/CEO, Principal



Chris is a nationally-recognized User Experience designer and Online Engagement strategist, with a broad background in local government, urban and regional planning and communication technologies. This experience, combined with many years consulting for urban planning projects, are what brings Urban Interactive Studio's mission – to give people a voice in shaping the future of their communities – to life. In April 2011 he was named one of the Top 25 thinkers in Urban Planning Technology by the urban planning magazine Planetizen.

As UIS' founder, Chris is closely involved in the day-to-day development of interactive engagement web apps. He designs effective online participation projects and facilitates client training, and oversees the UIS team of planners, engagement specialists, designers, and developers. Chris is also the founder and publisher of EngagingCities, the online news source for trends in urban planning and public involvement.

Select Project Website Experience and Accomplishments

Principal - Carbondale, CO Zoning Code Update

Principal - Albuquerque, NM Zoning Code Update

Principal - Glenwood Springs, CO Zoning Code Update

Principal – Albany, NY Zoning Code Update

Principal – Northglenn, CO Zoning Code Update

Product Manager – EngagingPlans & EngagingApps Public Engagement Software
Leads the development of the EngagingPlans platform and apps to provide interactive websites for any public process with a need to engage citizens and stakeholders.

Speaker - Planning Conferences across the United States
Focus on best practices for online engagement. Recent highlights include: APA annual conference, Downtown Colorado Inc., New Partners for Smart Growth, and eCitizenship.

Education

MS: Urban and Regional Planning (Technical University Berlin, Germany)

BS: Urban and Regional Planning (Technical University Berlin, Germany)

Fritz Clauson

Online Engagement Specialist



Fritz is a planner with a passion for using new technology to make planning more accessible and relevant to the public. He combines digital public engagement and collaboration skills with a keen eye for user experience to deliver projects that connect people to the issues that affect them most and foster informed decision-making in public initiatives.

A graduate of the Master of Urban and Regional Planning program at the University of Colorado Denver, his skills range from planning and engagement to GIS analysis and web development.

Select Project Website Experience and Accomplishments

Engagement Specialist - Carbondale, CO Zoning Code Update

Engagement Specialist - Albuquerque, NM Zoning Code Update

Engagement Specialist - Glenwood Springs, CO Zoning Code Update

Engagement Specialist – Albany, NY Zoning Code Update

Engagement Specialist – Northglenn, CO Zoning Code Update

Education

Master of Urban and Regional Planning, concentrations in Urban Placemaking & Transportation Planning (University of Colorado Denver)

BA: Political Science (Kenyon College)

Unified Development Code

Carbondale, Colorado
Effective May 9, 2016



carbondale



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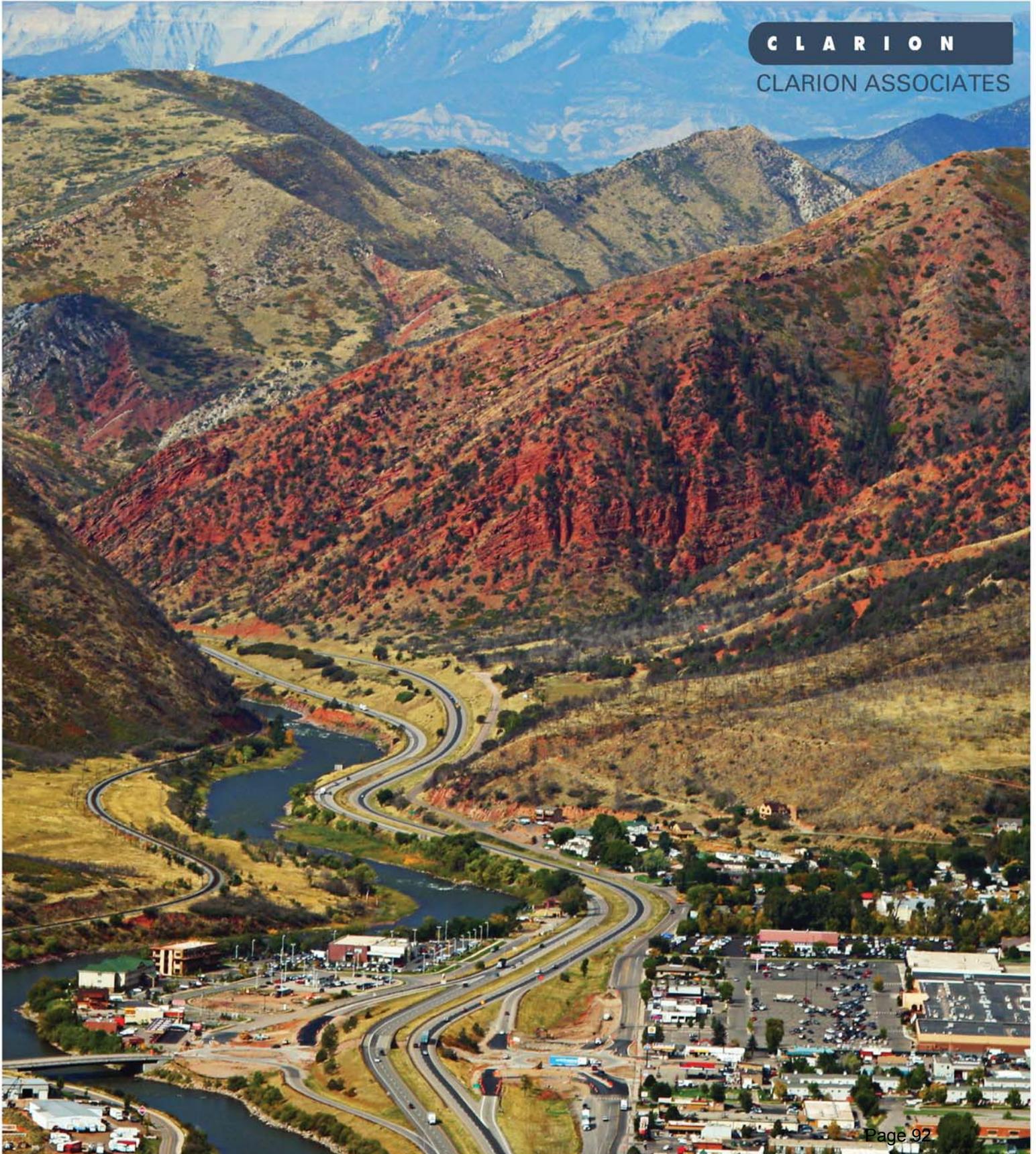
Glenwood Springs, Colorado

November 2015

Development Regulations Analysis and Assessment

CLARION

CLARION ASSOCIATES



3: Annotated Outline of a New Development Code

This part of the report provides an overview of what the proposed structure and general content of a new code for Glenwood Springs might look like if the recommendations from Parts 2 and 4 of this report are implemented. This outline is structured as a new Title 070 – Glenwood Springs Development Code. It is intended as a starting point for further dialogue. It is tailored for Glenwood Springs, building on our experience with successful code projects throughout Colorado and the nation.

Each proposed section indicates (with blue shading) which articles and sections from the current Glenwood Springs regulations (mostly from Title 070) would be folded into the proposed new code sections.

General Provisions

This article will include provisions that are applicable to the code as a whole, including the following:

Title, Effective Date, and Mapping

This section will establish the title of the code, its effective date, and describe how the official zoning map and district boundaries are maintained.

Purpose and Intent

This section will describe generally why the code is important to the City of Glenwood Springs and how it regulates land development to protect the public health, safety, and welfare of the City.

Authority, Applicability, and Jurisdiction

This section will describe the code’s applicability to development or redevelopment (unless otherwise exempted), the code’s application to governmental agencies, how internal code conflicts are resolved, and a statement on the code’s relationship to private covenants.

Transition from Prior Regulations

This section will describe how prior building permits, violations, nonconformities, and development approvals will be processed by the new code. It could also include an option for pending applications to be reviewed and decided under the current regulations or the new code.

Nonconformities

This section will describe how legal nonconformities are administered and enforced. The section will include standards for nonconforming uses, nonconforming structures, nonconforming lots, nonconforming signs, and nonconforming site features. The current nonconformity regulations are scattered throughout Title 070. We recommend relocating all nonconformities in this first article with other general provisions. Some communities prefer to leave nonconformities as a stand-alone article.

Enforcement

This section will describe how Glenwood Springs enforces the code, including standards for violations, penalties and remedies, and authorized enforcement officers. As with many other sections in the code, we recommend relocating specific information that may change frequently to an administrative manual. For the enforcement section, that might include dollar amounts for fees and penalties.

Severability

This section will clarify that any specific standard in the code that is invalidated by a court, shall not affect the application or validity of any other standard in the code not included by that court's judgment.

Current Sections

Articles and sections from the current Title 070 to be incorporated into this new article include:

Article 070.010 – In General

- 020: Purposes
- 060: Applicability
- 070: Conflicts with code and charter
- 080: Validity of provisions, severability
- 090: Enforcement

Article 070.030 – Requirements for Design Improvements and Dedications

- 170: Nonconforming design, improvements, and dedications

Article 070.040 – Zoning

- 010: Purposes of article
- 030(q): Nonconforming uses, structures, and lots

Article 070.060 – Signs

- 070: Nonconforming signs

Article 070.090 – Flood Damage Prevention

- 220: Nonconforming uses

Article 070.140 – Exterior Lighting Standards

- 030: Nonconforming lighting

Zoning Districts

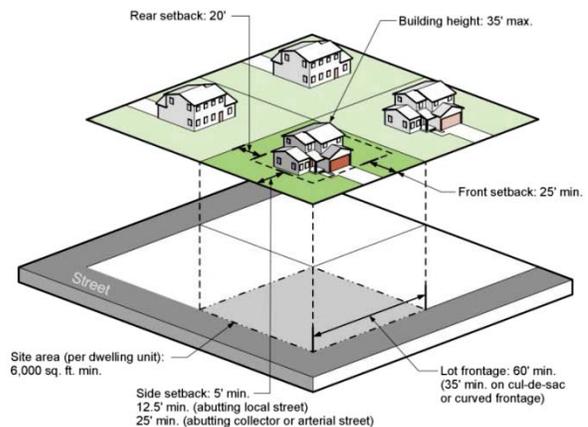
The zoning districts article establishes the base zoning districts, PUDs, overlay districts, and describes how the districts relate to one another.

Zoning Districts Established

This section will summarize the lineup of zoning districts, according to earlier recommendations for consolidation, elimination, and creation of new districts. A table will be incorporated similar to the example provided earlier in this assessment.

Residential Districts

This section will include zoning district information for all residential districts in the City. Each district will include a purpose statement, a summary table for applicable dimensional standards (height, setbacks, lot area requirements), and any standards that are applicable to that specific district. We recommend including graphics that illustrate the dimensional standards for each district. Some communities also supplement their zoning districts with conceptual graphics or photographs depicting typical development in each district. (References to residential design standards will be necessary, as well.)



An example from another jurisdiction of dimensional standards depicted on an illustration for a low-density residential district.

Mixed-Use and Nonresidential Districts

This section will include zoning district information for all mixed-use districts and other nonresidential (such as commercial and industrial) districts. The components included in residential districts will also be included for all other districts in the code (purpose, summary of dimensions, district-specific standards, and graphics).

Special Purpose Districts

This section will include zoning information for all special purpose districts, such as the resort district and PUDs.

Overlay Districts

This section will describe the purpose and applicability of overlay districts, summarize how they are administered, and include specific overlay district information for the Hillside Preservation overlay, which will require substantial revisions as mentioned earlier in this assessment.

Dimensional Standards and Exceptions

This section will summarize the dimensional standards for all zoning districts. This will include summary tables with dimensional standards for the following:

- Lot standards (e.g., minimum lot area, minimum open space, maximum lot coverage)
- Setbacks (minimum yard requirements)
- Building standards (maximum height, minimum distance between structures)

A summary of the key dimensional standards will be included in a short summary table for each zoning district. Following the dimensional standards tables, a list of exceptions and encroachments will be included, as well as references to the residential design standards. This will describe what types of structures, building elements, or site features are either exceptions from dimensional standards (such as uncovered patios), or may encroach into required areas (such as spires, bay windows, and rooftop solar).

Current Sections

Articles from the current Glenwood Springs Development Code to be incorporated into this new article include:

Article 070.040 – Zoning

030: District regulations (except for use-related or procedural information)

Article 070.070 – Planned Unit Development

030: Standards and requirements

Use Regulations

This article will contain all of the standards applicable to specific land uses. The current development code includes land uses and applicable standards within each zoning district, which makes comparative analysis across districts difficult.

Table of Allowed Uses

The table of allowed uses will summarize allowable uses by zoning district, indicating the level of approval required (by-right, special use permit, or not permitted), and will include cross-references to additional standards that apply to a specific use. This table will reduce the overall length of the code, reduce the potential for inconsistencies throughout districts, and provide an opportunity to compare uses across districts without navigating between code sections. As discussed previously in this assessment, the current list of uses will be consolidated into fewer specific uses in broad categories.

Use-Specific Standards

This section will incorporate standards that apply to specific land uses, such as telecommunications, home occupations, drive-throughs, outdoor storage, marijuana facilities, and other uses that have unique impacts or

standards associated with them. Use-specific standards are currently scattered throughout the development code and we recommend consolidating them into this single section of a use regulations article. Use-specific standards will be cross-referenced in the table of allowed uses to provide quick access to additional standards for any given land use. When the code is drafted, additional use-specific standards may be necessary to address concerns as they come to light.

Accessory and Temporary Uses and Structures

This section will describe the standards for accessory uses (such as home occupations), accessory structures (such as detached garages), temporary uses (such as construction offices), and temporary structures (such as produce stands). Accessory uses will be shown in the table of allowed uses, likely marked with an “A,” or at the end of the table in its own category of uses. Temporary uses will likely be included at the end of the allowed uses table marked with a “T.” As with primary uses, use-specific standards will apply to accessory and temporary uses where necessary.

Current Sections

Articles from the current Glenwood Springs Municipal Code to be incorporated into this new article include:

Article 050.030 – Temporary Sales and Structures

Everything specific to the use and structures, excluding procedural information

Article 050.080 – Medical Marijuana

Everything except for definitions

Article 050.090 – Retail Marijuana

Everything except for definitions

Article 070.040 – Zoning

030: District regulations (except for district or procedural information)

040: Special review

090: Accessory dwelling units

110: Backyard chickens

Article 070.080 – Mobile Homes and Mobile Home Parks

Everything specific to the use, excluding procedural information

Article 070.110 – Recreation Vehicle Parks

Everything specific to the use, excluding procedural information

Article 070.130 – Inclusionary Residential Requirements for Community Housing

Everything specific to the use, excluding procedural information

Development Standards

Development standards incorporate site layout, building design, and operational standards. While the districts and uses articles focus on what a property owner can do with their property, and where they can do it, the development standards regulate the quality of development.

Site Layout Standards

This section will describe the standards for site layout features, including:

- Preservation of natural site features;
- Stormwater drainage and erosion control;
- Landscaping;
- Access, circulation, and connectivity; and
- Parking, loading, and stacking.

Each of these components is important to how the physical site is laid out for development, and will be organized in the code “from the ground up.” Some of the current standards are working well and require minor cleanup; however, the new code should simplify the signage and parking standards for clarity. The code should also ensure consistency with building code regulations and ADA requirements. (Note that some of these materials may be more appropriate

in the new engineering manual currently being prepared; appropriate cross-references to that document should be included in the Development Code.)

Neighborhood Protection Standards

Communities sometimes include a separate section dedicated to neighborhood protection standards. This could include standards for development and redevelopment near existing low-density residential districts to ensure adequate mitigation of potential impacts. This section could include building “stepbacks,” reductions of light pole height, increased setbacks, additional buffering or screening requirements, and further controls on service areas or drive-throughs. These types of standards can be integrated into the development standards or located in a stand-alone section.

Building Design Standards

Any building design standards that apply to multiple districts will be located here. This section will include much of the information currently located in the Downtown Design Standards (Article 070.030.158), Commercial Design Standards (Article 070.150), and the Residential Design Standards (Article 070.160). These standards will be revisited to determine the appropriate level of detail and to remove redundancy. Additionally, the new code should explore more flexible options for complying with the design standards, as discussed above in the major themes.

Operational Standards

This section will include standards for operational facilities associated with site development, such as off-street parking, lighting, signs, and screening and fencing. Performance standards that are more specific to nuisance regulations (noise and odor) will be relocated elsewhere in the municipal code.

Current Sections

Articles from the current Glenwood Springs Development Regulations to be incorporated into this new article include:

Article 070.030 Requirements for Design Improvements and Dedications

030: Suitability of land for development

040: Drainage

050: Erosion and sediment control, stormwater quality, stabilization and revegetation

090: Access

100: Off-street parking

158: Downtown design standards

Article 070.050 – Off-Street Parking Requirements

Article 070.060 – Signs

Article 070.090 – Flood Damage Prevention

Article 070.100 – Development in Areas of Geologic Hazards

Article 070.140 – Exterior Lighting Standards

Article 070.150 – Commercial Design Standards

Article 070.160 – Residential Design Standards

Subdivision Standards

This section will include the standards that apply to landowners seeking to subdivide land for development (any standards that might apply to both subdivision and redevelopment would be located in the Development Standards article). Subdivision procedures will be located in the new Administration article. Content for this new article may include:

- Lot and block layout;
- Street standards;
- Sensitive area protection;
- Walkability and mobility;
- Requirements for sidewalks and trails;

- Common open space standards;
- Dedication of school and park lands; and
- Developer agreements for improvements.

Current Sections

Articles from the current Glenwood Springs Development Code to be considered for incorporation into this new article are listed below. Again, however, engineering and technical standards should be removed from the current Title 070 and be relocated to a separate technical manual.

Article 070.030 Requirements for Design Improvements and Dedications

- 035: Uniform street standards
- 060: Lot and block design
- 070: Streets and alleys
- 080: Sidewalks
- 110: Water distribution
- 120: Wastewater collection
- 130: Underground utilities
- 140: Boundary survey and monumentation
- 150: Dedications
- 155: Requirements for design improvements and dedications of open space
- 180: Exceptions regarding streets
- 190: Assurance for completion of public improvements
- 200: Acceptance by City of public improvements

Administration and Procedures

This article will describe the review and approval procedures for the various types of development applications, with revisions to the current standards as described earlier in this assessment. This article will address some of the concerns we heard related to procedures, including requiring less detail for development applications prior to building permit or construction phase, redefining thresholds for minor and major developments, and incorporating more objective approval criteria throughout the procedures. Please see the discussion above in Part 2 of this report for additional detail on proposed improvements to the procedures.

Summary Table of Development Review Procedures

This first section will incorporate a table similar to the one below from another jurisdiction, summarizing the basic requirements for review and approval of any development application in this code. The table will be organized by type of application (e.g., ordinance and plan amendments), review authorities (e.g., Planning Commission), and will identify other specific requirements such as which types of approvals require public hearings.

SUMMARY TABLE OF REVIEW PROCEDURES				
R = Recommendation D = Decision A = Appeal Decider < > = Public Hearing O = Optional M = Mandatory S = Sketch Plan				
Application Review Procedure (Does not include all application types)	Pre-Application Conference	Staff Review	Planning Commission	Town Council
Plan and Ordinance Amendments				
Zoning Amendment	O	R	<R>	<D>
Development Permits and Approvals				
Conditional Use Application	O	R	<R>	<D>
Planned Unit Development	M	R	S, <R>	<D>
Single-Family or Duplex	O	D		
Multifamily Residential/Commercial Application	M	R	S, <D>	
Small Project Application	O	D		
Exterior Finish Application	O	D		
Modification to Approved Development Application	O	R	D	<A>
Modification to Non-conformity	O	D <350 square feet	<D> > 350 square feet	
Outdoor Commercial Display	O	D	O	
Subdivision Approvals				
Annexation	M	R	<R>	<D>
Preliminary Plat	M	R	<D>	
Final Plat	M	D		
Minor Subdivision or Resubdivision	M	D	O	O
Flexibility and Relief Procedures				
Variance from Zoning Regulations	O	R	<D>	

Sample Table of Review Procedures (from another community)

Common Development Review Procedures

Common review procedures identify and describe the procedures that apply to most development applications in the City. Proposed common review procedures for Glenwood are described earlier in this report. Any common procedure from the current development code, such as application submittal requirements, public noticing procedures, and hearing procedures will be located here rather than repeating for every specific application type. This will reduce the overall length of the code and eliminate the possibility of conflicting provisions as the code is updated over time.

Ordinance and Plan Amendment Procedures

This section will include review and approval procedures for applications such as rezonings, text amendments, and amendments to the comprehensive plan. This section will cross-reference the common review procedures where possible, and will include additional standards that apply to specific applications types. For example, the rezoning section might cross-reference the staff review standards from common review procedures, but include an additional provision requiring a traffic impact analysis.

Development Permits and Procedures

This section will include review and approval procedures for applications such as minor and major development reviews and special review (special use permits). As described above, this section will cross-reference common review procedures and include application-specific modifications. Cities often maintain floodplain development permitting procedures outside the overall administration and procedures section of the code due to the unique nature and length of the provisions. The same is true for historic preservation procedures (designations, certificates, etc.).

Subdivision Procedures

This section will include review and approval procedures for subdivision and condominiumization applications.

Flexibility and Relief Procedures

This section will include review and approval procedures for applications such as appeals, variances, vested rights, and administrative adjustments.

Review and Decision-Making Bodies

This final section will describe the powers and duties, membership, and basic meeting procedures for the various review and decision-making authorities for development applications.

Current Sections

Articles from the current Glenwood Springs Municipal Code to be incorporated into this new article include:

Article 020.020 – Boards and Commissions

- 020: Composition of boards and commissions*
- 030: Powers and duties of boards and commissions*
- 040: Appointment, removal, term and vacancies of boards and commissions*

Article 020.030 – Conduct and Procedures for Meetings

- 060: Public hearings*

Article 050.030 – Temporary Sales and Structures

- Procedural information for permits, excluding use standards which will be located in the use regulations*

Article 070.010 – In General

- 030: Public notices*
- 050: Appeals*

Article 070.020 Application and Review Procedures

Entire article

Article 070.030 Requirements for Design Improvements and Dedications

160: Design Variance

Article 070.040 – Zoning

040: Special review

050: Zoning variance

060: Rezoning

070: Concurrent review

080: Amendment to zone district regulations

Article 070.050 – Off-Street Parking Requirements

110: Variance

Article 070.070 – Planned Unit Development

040: PUD review procedures

Article 070.090 – Flood Damage Prevention

Appropriate location for floodplain development procedures requires further discussion

Article 070.100 – Development in Areas of Geologic Hazards

040: Variance

041: Appeal of administrative decision

Article 070.110 – Recreation Vehicle Parks

080: Variance

Article 070.120 – Historic Preservation

Appropriate location for historic preservation procedures requires further discussion

Article 070.140 – Exterior Lighting Standards

060: Exemptions and variances

Article 070.160 – Residential Design Standards

050: Alternative compliance

060: Design variance procedure

Rules of Construction and Definitions

The definitions in the current Glenwood Springs development code are scattered throughout Title 070. Although many definitions are included in the first article, there are several other articles such as Signs, PUDs, Mobile Homes, Flood Damage Prevention, RV Parks, Historic Preservation, Inclusionary Housing, and Exterior Lighting that include additional definitions related to those articles. We recommend consolidating all definitions at the end of the code, similar to where glossaries are located for other technical documents.

Rules of Construction

This section will describe how specific terms shall be interpreted throughout the code, including lists and examples, computation of time, public officials mentioned in the code, mandatory vs. discretionary terms, conjunctions, tenses and plurals, and conflicts between text and illustrations.

Definitions of Use Categories and Specific Use Types

This section will include definitions for use categories (e.g., group living, agricultural, manufacturing, utilities) and will also include a definition for specific uses included in the new Table of Allowed Uses.

Other Terms Defined

This section will include definitions for all other terms in the code, including acronyms, dimensional and terms of measurement, procedural terms, and development standards and design terms.

Current Sections

Articles from the current Glenwood Springs Municipal Code to be incorporated into this new article include:

Article 050.080 – Medical Marijuana

020: Definitions

Article 050.090 – Retail Marijuana

020: Definitions

Article 070.010 – In General

010: Definitions

Article 070.060 – Signs

080: Definitions

Article 070.025 – Planned Unit Development

025: Definitions

Article 070.030 – Requirements for Design Improvements and Dedications

158(c): Definitions

Article 070.080 – Mobile Homes and Mobile Home Parks

020: Definitions

Article 070.110 – Recreation Vehicle Parks

030: Definitions

Article 070.120 – Historic Preservation

265: Definitions

Article 070.130 – Inclusionary Residential Requirements for Community Housing

020: Definitions

Article 070.140 – Exterior Lighting Standards

020: Definitions

Article 070.150 – Commercial Design Standards

040: Definitions

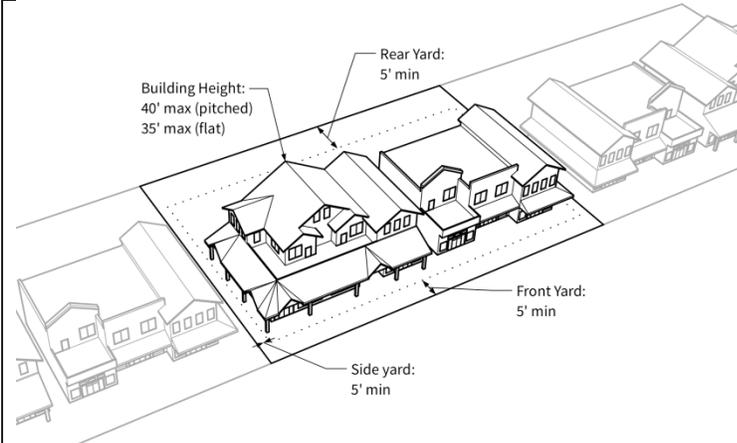
Article 070.160 – Residential Design Standards

080: Definitions

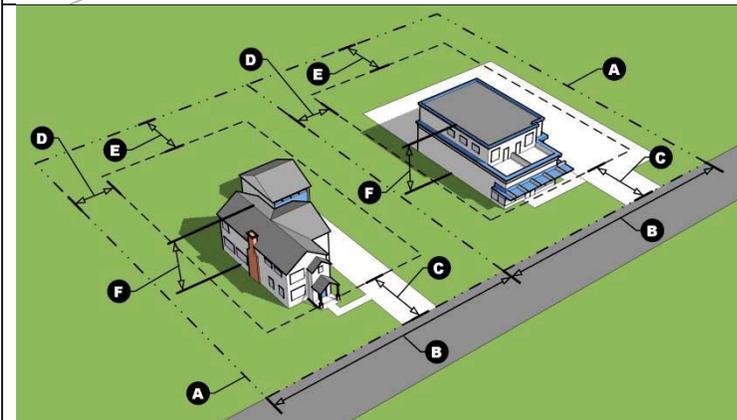
Zoning Districts



Provides basic line drawings of buildings, basic streetscape elements for color and scale, and indicates an important feature of the district – parking to the rear.

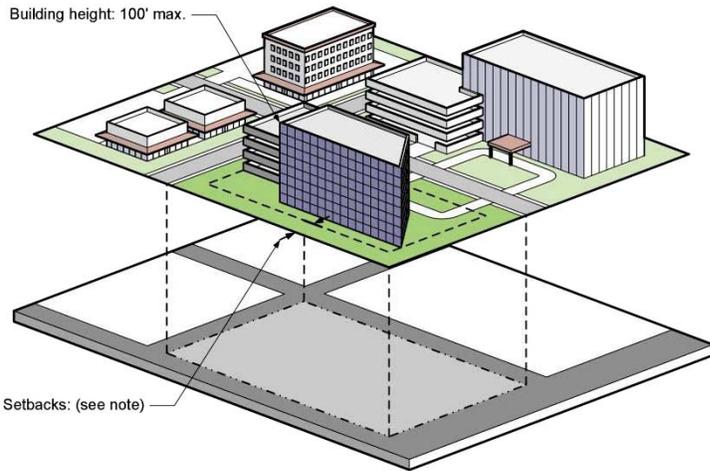


Simpler line weights with no color were provided for each district in this example. Staff thought this was the cleanest approach for their code graphics.

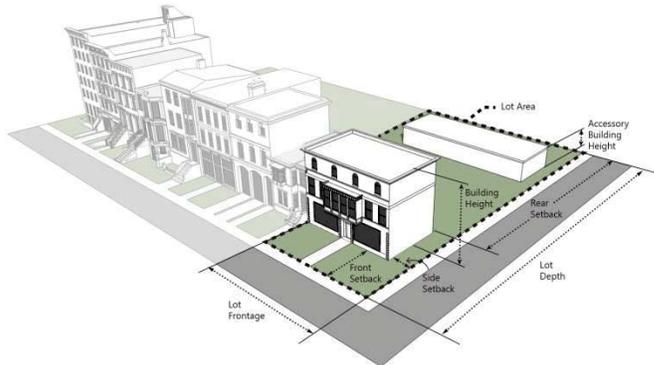


This example shows more color than the other district graphics, and provides greater detail on the design characteristics of the buildings.

Zoning Districts

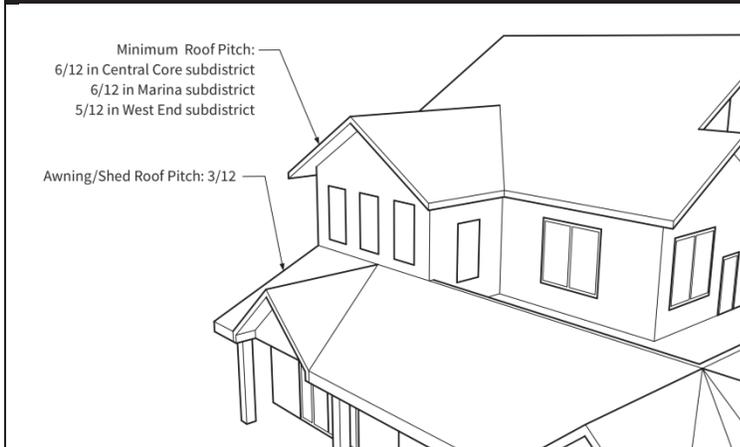


Provides a "layered" approach, with general depiction of lots and blocks on the bottom layer and buildings with some architectural details on the top layer.



Greater architectural details, with muted buildings on adjacent properties to make the subject parcel "pop."

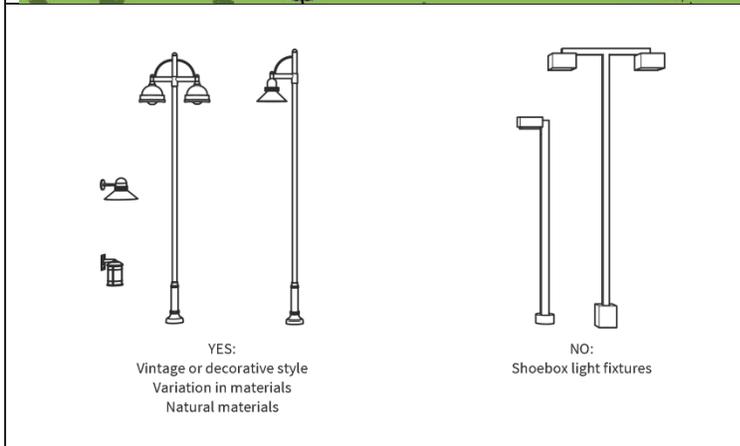
Development Standards and Measurements



Indicates appropriate roof pitches for different roof styles in the community.

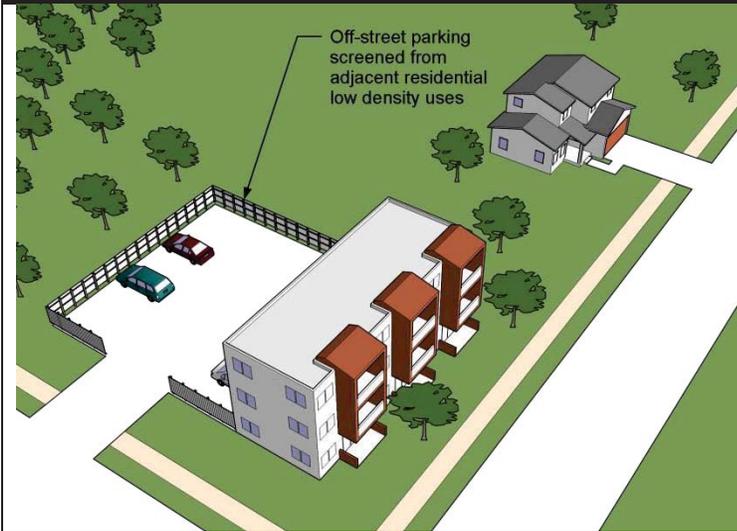


Illustrates cluster subdivision principles, yet still includes a higher level of architectural detail than some other examples.



Illustrates preferred lighting types in a community using simplified line drawings.

Development Standards and Measurements

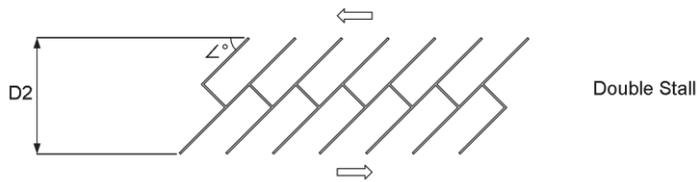
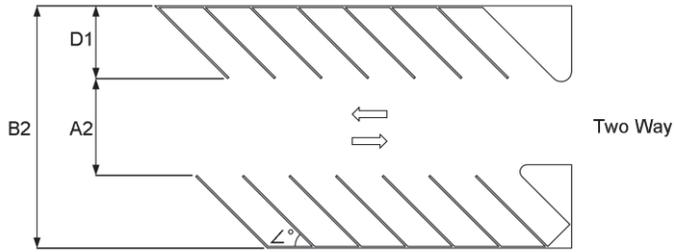
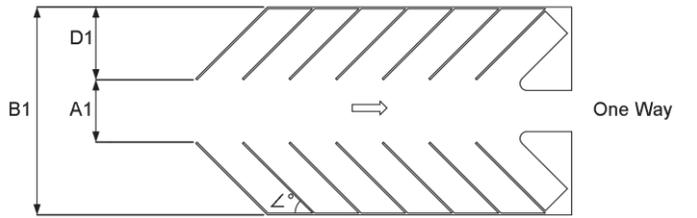


Illustrates screened parking requirement while retaining level of detail consistent with other code graphics.

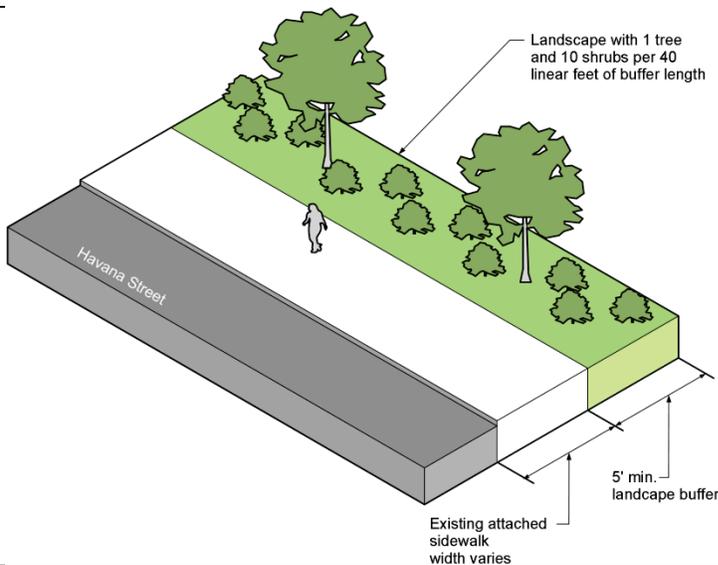


Illustrates the sign clearance through a perspective drawing.

Development Standards and Measurements

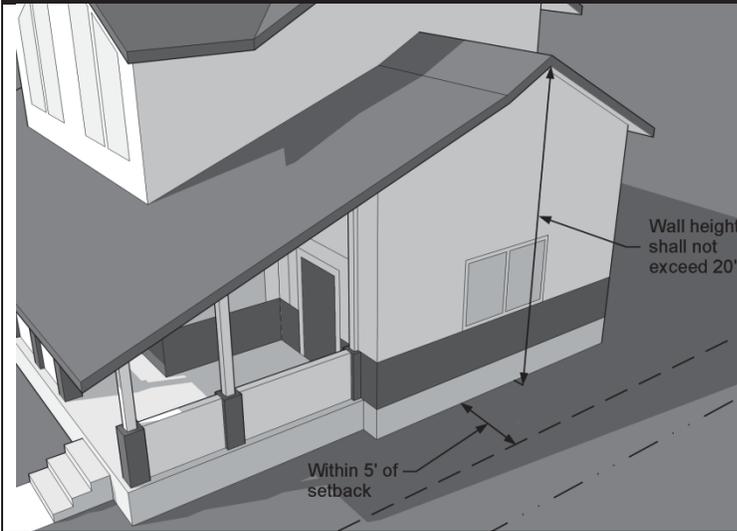


Illustrates the various parking lot dimensional scenarios in plan view and corresponds to a table for dimensional requirements.

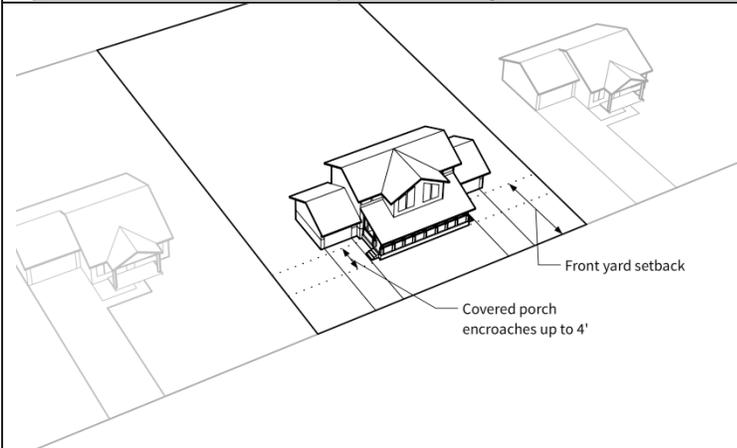


Illustrates streetscape requirements within an overlay district, with limited color and details for interest.

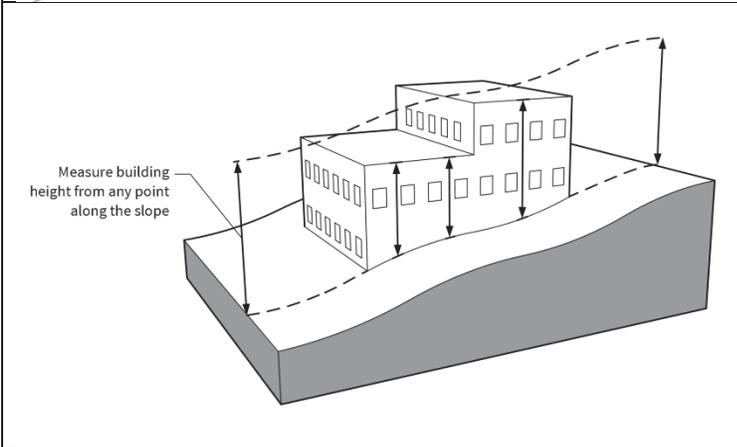
Development Standards and Measurements



Illustrates wall height maximums when close to neighboring properties. This drawing was originally provided in color and was reduced to grayscale based on client feedback.

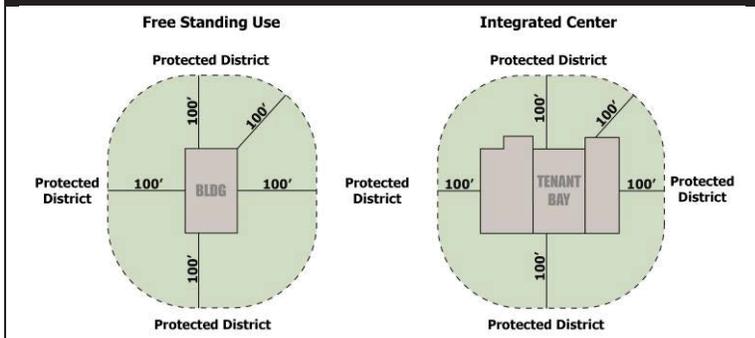


Illustrates front porch encroachment allowed into front yard setback.



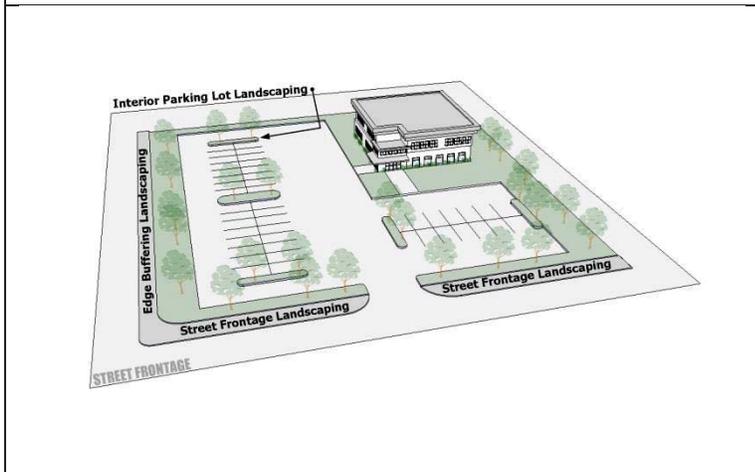
Demonstrates how building height is measured for this community.

Development Standards and Measurements

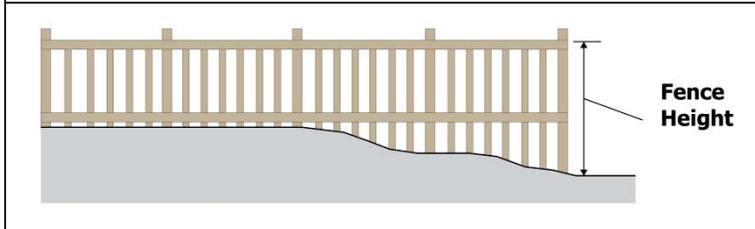


The radius measurement for a protected district must be no less than 100' for: Car Washes, Recycling Containers, Package Liquor Stores, Fast Food or Drive Through Restaurants, and such establishments where food or alcoholic beverages may be carried out.

Illustrates how certain land uses must be located a certain distance away from protected districts, and how that distance is measured.



Illustrates where landscaping is required for a parking lot layout scenario, using basic axonometric drawing with muted colors and details.



Illustrates how fence height is measured along varying grades.

Sedona, Arizona - Land Development Code Updates			
	Goebel	Wafaie	TOTAL
Hourly Rates	\$200	\$95	
One-night trip, Goebel			
Hours (including travel)	20		
Labor Costs	\$4,000		
Out-of-pocket expenses	\$720		
Trip Total	\$4,720	\$0	\$4,720
One-night trip, Wafaie			
Hours (including travel)		20	
Labor Costs		\$1,900	
Out-of-pocket expenses		\$720	
Trip Total	\$0	\$2,620	\$2,620
One-night two-person trip, Goebel & Wafaie			
Hours (including travel)	20	20	40
Labor Costs	\$4,000	\$1,900	\$5,900
Out-of-pocket expenses	\$720	\$600	\$1,320
Trip Total	\$4,720	\$2,500	\$7,220
Two-night trip, Goebel			
Hours (including travel)	30		30
Labor Costs	\$6,000		\$6,000
Out-of-pocket expenses	\$1,000		\$1,000
Trip Total	\$7,000	\$0	\$7,000
Two-night trip, Wafaie			
Hours (including travel)		30	30
Labor Costs		\$2,850	\$2,850
Out-of-pocket expenses		\$1,000	\$1,000
Trip Total	\$0	\$3,850	\$3,850
Two-night two-person trip, Goebel & Wafaie			
Hours (including travel)	30	30	60
Labor Costs	\$6,000	\$2,850	\$8,850
Out-of-pocket expenses	\$1,000	\$800	\$1,800
Trip Total	\$7,000	\$3,650	\$10,650

Sample Project Totals	9 trips	18 trips
One-night trips, Goebel	\$42,480	\$84,960
One-night trips, Wafaie	\$23,580	\$47,160
One-night two-person trips, Goebel & Wafaie	\$64,980	\$129,960
Two-night trips, Goebel	\$63,000	\$126,000
Two-night trips, Wafaie	\$34,650	\$69,300
Two-night two-person trips, Goebel & Wafaie	\$95,850	\$191,700

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**CITY COUNCIL
AGENDA BILL**

**AB 2145
September 13, 2016
Consent Items**

Agenda Item: 3g
Proposed Action & Subject: Approval of award of a design contract with Woodson Engineering & Surveying, Inc. in the approximate amount of \$143,100 for the Sanborn Drive - Thunder Mountain Road Overlay Project.

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	
			\$ 143,100
City Manager's Recommendation	Approve design contract with Woodson Engineering & Surveying for the Sanborn/ Thunder Mountain overlay.	Amount Budgeted	
			\$ 121,000
		Account No. (Description)	22-5320-89-6816 (Sanborn-Thunder Mtn.)
			\$ 22,100
			22-5320-89-6816 (Dry Creek Rd Overlay)
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Staff is requesting approval of a design contract with Woodson Engineering & Surveying, Inc. (Woodson) in the approximate amount of \$143,100, for the Sanborn Drive - Thunder Mountain Road Overlay Project improvements. The project will include a mill and overlay, with minor shoulder widening for a distance of approximately one mile between Rhapsody Road and Coffee Pot Drive. Funds that are available from the Dry Creek Road Overlay Project will be used to supplement the budget for this project.

Background: This project will utilize Surface Transportation Program (STP) funds for construction. These are federal funds administered by ADOT through the Northern Arizona Coalition of Governments (NACOG). The Sanborn Drive – Thunder Mountain Road corridor was programmed into the STP because only minor arterial streets are eligible for this type of funding.

At the July 12, 2016 meeting, Council approved an Intergovernmental Agreement between the City and ADOT to work together to develop project plans and specifications for the project, in compliance with federal requirements. Consistent with those requirements, the City must contract with a qualified design consultant to provide plans and specifications for construction. Woodson has extensive experience working with ADOT on several recent federal aid projects including the Dry Creek Road / Boynton Pass Road Overlay project.



Budget:

- \$6,000 in post design services will be added through a contract amendment in FY 2018
- \$30,000 ADOT Project Management Design Review fee will be paid from the original \$151,000 project budget, leaving \$121,000 available for design
- The budget shortage of \$22,100 will be covered with savings from the Dry Creek Road Overlay Project
- FY 2019 budget of \$582,000 covers construction, with approximately 64% STP funding and 36% City funding

Anticipated Schedule:

- Design complete by January 2018
- Construction start in July 2018 (when STP funding is available)
- Construction complete in September 2018

Community Plan Compliant: Yes - No - Not Applicable

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

Board/Commission Recommendation: Applicable - Not Applicable

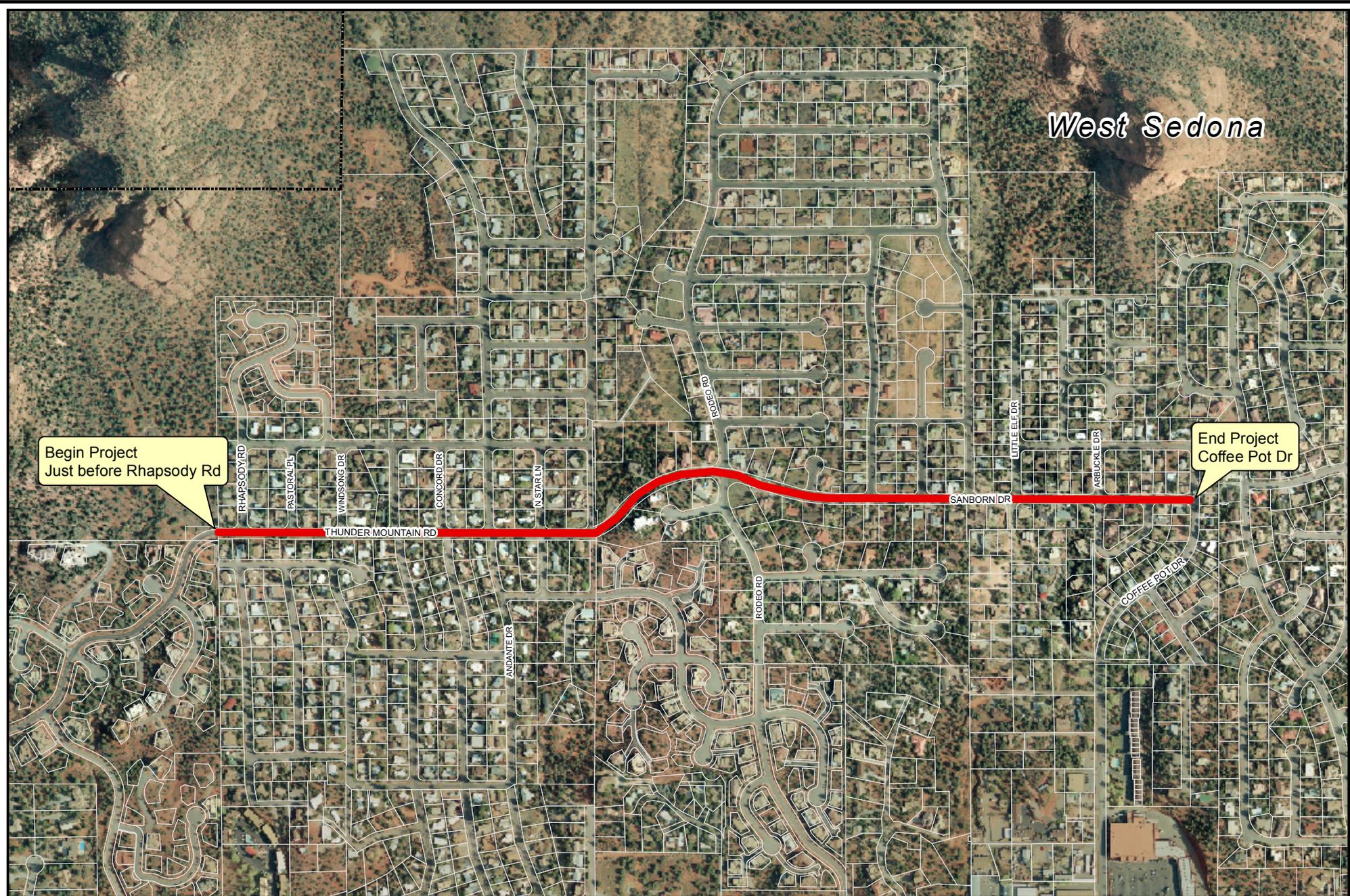
Alternative(s):

- 1) Not approving the design contract would exclude the City from participation in the STP process, resulting in loss of federal fund contribution.

MOTION

I move to: approve award of a design contract with Woodson Engineering & Surveying, Inc. in the approximate amount of \$143,100 for the Sanborn Drive - Thunder Mountain Road Overlay Project subject to approval by the City Attorney.

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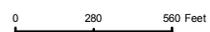
Begin Project
Just before Rhapsody Rd

End Project
Coffee Pot Dr

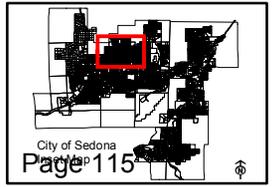
City of Sedona
Project Location Map - Sanborn Drive / Thunder Mountain Road Overlay Project

The project includes pavement overlay and shoulder widening.
 The project will be between just before Rhapsody Road and Coffee Pot Drive.

-  Project Area
-  City Limits Boundary



This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages arising from the data contained on this map.
 GIS, City of Sedona, January 10, 2014
 g:\projects\pw\staff\andy\key\drycreek\overlay\grant\mxd
 sanborn\thunder\thunder\overlay\project.mxd



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

This contract is made and entered into on this ____ day of _____, 20__, by and between the City of Sedona ("CITY") and **Woodson Engineering & Surveying, Inc.** ("CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of **\$143,100**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
 5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
 6. OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are

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

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

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

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

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

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

13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

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

- A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

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

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

CONSULTANT: Woodson Engineering & Surveying, Inc.
Attn: Jeff Swan, Senior Project Manager
124 North Elden Street
Flagstaff, AZ 86001

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

CITY OF SEDONA, ARIZONA

CONSULTANT

City Manager

By: _____
Title: _____

ATTEST:

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

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT/S

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.

WOODSON

ENGINEERING & SURVEYING, INC.

124 N Elden St, Flagstaff, AZ 86001
(928) 774-4636 | Fax (928) 774-4646

EXHIBIT A

August 30, 2016

J. Andy Dickey, PE
Public Works Director/City Engineer
City of Sedona
102 Roadrunner Rd
Sedona, AZ 86336

Re: 115886 – Thunder Mountain/Sanborn Roads Pavement Preservation
City of Sedona
Scope of Work

Dear Andy:

Thank you for the opportunity to propose to work with the City of Sedona on this important project. Attached to this letter is our proposal to perform the scoping and design of the Thunder Mountain/Sanborn Roads.

The project limits are within the City of Sedona on Thunder Mountain Rd. from the Coconino National Forest Boundary (west of Rhapsody Rd.) to Sunshine Ln. and on Sanborn Rd. from Sunshine Ln. to Coffee Pot Dr., a total distance of 1.0 miles. The project is currently planned as an AC overlay using the FHWA Safety Edge technology where appropriate and constructing roadside drainage ditch improvements as required throughout the project. Shoulder widening to be considered as well. A sidewalk may be added later. The project is abutted by private lands through its length.

We are uniquely qualified to perform this work for the City due to our extensive experience in working with the Arizona Department of Transportation (ADOT) and FHWA on several recent projects. Current Federal Aid projects include Transcon Lane South and the Renaissance 5 projects in Winslow AZ and the Dry Creek/Boynton Pass/Boynton Canyon project. Our team includes Jeff Swan, PE, RLS, CFM, Rick Schuller, PE, Sirisha Kalluri, PE, CFM, Jim Folkers, RLS, and Grant Evans.

Attached is our proposal outlined by tasks and estimated fees.

Woodson Engineering is prepared to begin work immediately upon approval of this proposal.

If you have any questions, please feel free to contact me.

Sincerely,

WOODSON ENGINEERING



Jeff Swan, PE, RLS, CFM
Senior Project Manager

c: Stephen Craver, PE, City of Sedona
Chrono

**Sanborn/Thunder Mountain Roads Pavement Preservation
City of Sedona
Scope of Work
August 30, 2016**

WE Project Number: 115885

Project Scope:

The project limits are within the City of Sedona on Thunder Mountain Rd. from the Coconino National Forest Boundary (west of Rhapsody Rd.) to Sunshine Ln. and on Sanborn Rd. from Sunshine Ln. to Coffee Pot Dr., a total distance of 1.0 miles. The project is currently planned as an AC overlay using the FHWA Safety Edge technology where appropriate and constructing roadside drainage ditch improvements as required throughout the project. Shoulder widening to be considered as well. A sidewalk is to be considered during the scoping phase. The project is abutted by private lands through its length.

Since this project is to be constructed using Federal Aid funding, the steps outlined below is the process followed by the Arizona Department of Transportation (ADOT) for projects using Federal Aid. It is planned to use the Federal Aid exclusively for construction of the project. ADOT will be administering the construction of the project. The plans and specifications submittals to ADOT will be completed to ensure the Federal Aid funding is secure for this project.

Woodson Engineering would perform the tasks listed below for the City of Sedona. The estimated fees are for the complete task.

Survey:

Prepare a survey base map for design, compile existing right-of-way information, and prepare a right-of-way map if needed.

- The City would supply the most recent survey data relevant to the project including any control points, etc.
- Survey would consist of setting control points, establishing centerlines, and as-built pavement widths, culvert locations and grades, and topographic survey at shoulder and slope improvement areas as needed.
- The Survey would also involve contracting with an aerial mapping firm to obtain photogrammetric mapping of a $\pm 70'$ wide swath following the corridor. In addition to planimetric data we will obtain a digital orthorectified photograph.
- The City would provide any available information regarding the status of the existing right-of-way for use in clearing the right-of-way prior to project bid.
- Estimated fee is \$9,000.

Stage I Scoping

Prepare and submit to ADOT the required scoping documents in accordance with the ADOT Local Public Agency Manual and appropriate policies and procedures.

- Arrange for and attend the City, ADOT kick-off and scoping meeting to review responsibilities and schedules which would include the initial field review.
- Deliverables would include a Final Project Assessment and Stage I (15%) plans.
- The environmental review process that would be a part of this Stage is outlined below. The environmental sub-consultant fee is not included and shown separately.
- The addition of sidewalks and curb will be considered during this phase of the project. Design costs for this alternative are not included in the remaining phases of the project.
- Estimated fee, not including sub-consultant fees, is \$28,900.

Environmental and Geotechnical Sub-Consultants:

Prepare and submit to ADOT the required environmental analysis and environmental determination documentation in accordance with the ADOT Local Public Agency Manual.

- The environmental documentation required by ADOT/FHWA would be included in the deliverables of Stages I and II (15% and 30% plans).
- Environmental clearance process would be completed by EcoPlan and Associates, as a sub-consultant, and managed by Woodson.
- Estimated fee for environmental review and documentation only is \$33,900.

Prepare a Geotechnical Report and Pavement Design Memo meet ADOT design and bid policies.

- A Pavement Design Memo is required by ADOT on any Federal Aid project. This document is used in establishing the pavement structural section and also the parameters necessary for estimating construction costs.
- Ninyo and Moore will be retained as a sub-consultant to conduct the necessary field testing and review of the existing conditions and to design structural sections that are acceptable to both the City.
- The estimated fee for the geotechnical work only is \$12,500.

Design and Specifications:

Prepare the design and construction specifications for the project in accordance with the ADOT Local Public Agency Manual. This would include the Stage II, III, IV, V, and PS&E submittals to ADOT for review. The estimated fees do not include sub-consultant fees.

- Stage II (30% plans and specifications) would be prepared and submitted to ADOT, and the City, for review and comment. A comment response summary would be prepared.
 - Estimated fee is \$11,600.
- Stage III (60% plans and specifications) would be prepared and submitted to ADOT and the City, for review and comment. A comment response summary would be prepared. At the completion of the comment and response activities there would be a field plans in hand review to ensure that project goals and objectives are properly addressed.

- Estimated fee is \$16,200.
- Stage IV (95% plans and specifications) would be prepared and submitted to ADOT, and the City for review and comment. A comment response summary would be prepared.
 - This stage includes providing to ADOT the final right-of-way and utility clearance letters and supporting documentation.
 - Estimated fee is \$13,500.
- Stage V (100% plans and specifications) would be prepared and submitted to ADOT and the City for review and comment. A comment response summary would be prepared if required.
 - Estimated fee is \$9,300.
- The PS&E would be prepared and submitted to ADOT and the City. This would be the final bid ready documents with an engineered estimate, signed and sealed plans and special provisions. Final coordination with ADOT Contracts and Specifications would be involved prior to the project being bid.
 - Estimated fee is \$8,200.

Post-Design Services:

Perform post-design services required by ADOT even though construction contract administration is done by ADOT Region.

- Meeting attendance would involve the preconstruction and partnering meeting, approximately four weekly meetings, and a final closeout meeting.
- Responses to RFI's would be reviewed and submitted to ADOT.
- Change orders and supplemental agreements would be monitored especially if changes in design would be required.
- As-built plans would be completed per ADOT policies and procedures and the final record drawings would be provided to the City and County.
- This task is to be charged based on time and materials.
- Estimated cost is \$6,000.

Project Management

Perform the necessary project management and coordination services with City of Sedona, US Forest Service, ADOT Local Public Agency section, ADOT Right-of-Way Section, ADOT Environmental Services, ADOT Utilities Section, and FHWA as needed. Management and coordination fees are included in the above individual tasks.

Approximate Overall Schedule: Start: September 1, 2016 Complete: July 30, 2018

Project Fees:

The following fees include coordination meetings with ADOT staff, responding formally to submittal comments from ADOT staff, and any other necessary coordination efforts to complete the design of the project in accordance with ADOT requirements. Reimbursable expenses and sub-consultant fees are included in the total project fees.

The fees, by task, are summarized as follows:

Design - Fixed Fee

Survey	\$ 9,000
Stage I (Scoping)	\$ 28,900
Stage II (30%)	\$ 11,600
Stage III (60%)	\$ 16,200
Stage IV (95%)	\$ 13,500
Stage V (100%)	\$ 9,300
PS&E Submittal	\$ 8,200
Sub-Consultants	<u>\$ 46,400</u>
Total Fixed Fee	\$143,100

The approximate fee for performing the post design services required by ADOT during the construction of the project are figured on a time and materials basis since most of the work is done on an as-needed basis. This portion of the proposal can be approved at a later date to match the construction schedule.

Post Design - Time and Materials

Post Design Services	<u>\$ 6,000</u>
Total Time and Materials	\$ 6,000

Total Estimated Cost \$149,100

The fees outlined are predicated on the previously mentioned project duration. Any changes in duration that exceed 30 calendar days and any change in the scope of services outlined in this agreement will result in increased project fees.

This proposal does not include the design of any sidewalk, curb, or any drainage associated with design of the aforementioned items. If it is decided during the scoping phase to include sidewalk and/or curb, a separate fee for that design work will be determined. Additional drainage design is also not included.



**CITY COUNCIL
AGENDA BILL**

**AB 2092
September 13, 2016
Consent Items**

Agenda Item: 3h

Proposed Action & Subject: Approval of award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for construction of drainage improvement projects (including projects for the Coffee Pot Drainage Basin and the Brewer Road/Tlaquepaque area of Soldier Wash).

Department Public Works

Time to Present N/A

Total Time for Item

Other Council Meetings February 26, 2013 (Soldier Wash Improvements Study)
September 9, 2014 (Brewer Road/Tlaquepaque Drainage Design)
October 14, 2014 (Coffee Pot Drainage Basin Design)
November 24, 2015 (FY 2016 JOC with Tiffany Construction)

Exhibits A. Job Order Contract
B. Project Map – Coffee Pot – Coffee Pot Crossing Phase
C. Project Map – Brewer Road/Tlaquepaque Drainage Phase 4

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required
		\$ 1,625,000
		Amount Budgeted
		\$ 1,625,000
		Account No. 22/32/42-5320-89-6820 (\$425,000) 22-5320-89-6820 (\$1,000,000) 10-5320-39-6771 (\$200,000)
City Manager's Recommendation	Approve JOC with Tiffany Construction for Brewer Road/Tlaquepaque drainage improvements.	Description Coffee Pot Crossing Phase (Cap. Proj. Fund & Dev. Imp. Fee Fund) Brewer/Tlaquepaque Phase 4 Drainage Maintenance
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

The City continues to make flood control improvements a priority, and successfully leverages County flood control funds to complete flood control improvement projects. Staff is requesting approval of a Job Order Contract (JOC) with Tiffany Construction Company, Inc. (Tiffany), in the approximate amount of \$1,625,000, for construction of drainage improvement projects. These projects will include improvements to the Coffee Pot Drainage Basin (crossing Coffee Pot Drive and heading west on Grasshopper Lane) and to the Brewer Road/Tlaquepaque area of Soldier Wash.

Background: Tiffany Construction Company, Inc. was selected as the number one choice contractor through a qualifications and unit price proposal process that occurred during the early part of FY 2016.

The Contract:

- Tiffany was awarded the FY 2016 Drainage JOC
- The Tiffany JOC is a one-year contract, renewable for up to four one-year periods
- The option to extend is exercised based on the contractor's successful performance and the needs of the City
- The construction of the Coffee Pot Crossing Phase of the Coffee Pot Drainage Basin Improvements and a portion of Phase 4 of the Brewer/Tlaquepaque Drainage Improvements was approved in the FY 2017 budget

The Contractor:

The City has extensive experience working with Tiffany over the past couple decades. Some of their drainage related projects for the City include:

- The Chapel Area Drainage Project
- The Soldier Wash Jersey Barrier Drainage Project
- The Harmony-Windsong Storm Drainage Project
- The Casa Bonita Phase of the Coffee Pot Drainage Basin Improvements Project
- The Brewer Road/Tlaquepaque Drainage Improvements Project – Phase 3

Staff has had a good working relationship with Tiffany on these projects, and they have performed successfully.

Schedule:

- Construction of the Coffee Pot Crossing Phase of the Coffee Pot Drainage Improvements Project is expected to start in early November and be complete in late February.
- Necessary utility relocation work (gas and power) for the Coffee Pot Crossing Project is expected to occur in September and October.
- Construction of Brewer Road/Tlaquepaque – Phase 4 (section downstream from Portal Lane) is expected to start in early January and be complete in late May.

Budget:

- As reflected in the CIP budget sheets, county funds will be utilized for each of the capital projects.
- Private funds will be contributed by Diamond Resorts and Tlaquepaque for the Brewer Road/Tlaquepaque Drainage Improvements Project-Phase 4. Cost Share Agreements will be presented to Council prior to finalizing work orders for the Phase 4 Project.
- The budgets specific to the Coffee Pot Crossing and Brewer Road/Tlaquepaque Drainage Improvement Construction Phases have already been set and approved to proceed with the FY 2017 Budget approval by Council.
- The drainage maintenance budget is added to the Job Order Contract to allow work beyond the two capital projects.
- This drainage maintenance budget is not added to meet the cost required for the two capital projects; it allows additional work to be completed.
- The additional drainage work includes minor projects related to pre-storm preparation and post-storm clean-up.
- Having additional scope in the contract allows unforeseen projects, which are storm-related, to be completed in an efficient manner.

Staff is recommending approval of this contract.

Community Plan Consistent: Yes - No - Not Applicable

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

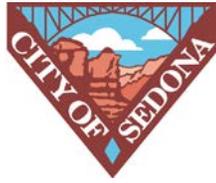
Board/Commission Recommendation: Applicable - Not Applicable

- 1) **Alternative(s):** Not approving the project would result in continued high risk of flooding for properties adjacent to the project areas for storm frequencies with flow levels above the capacity of the existing facilities.

MOTION

I move to: approve award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for the City of Sedona Drainage Improvement Projects subject to approval of the City Attorney.

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City of Sedona

DRAINAGE IMPROVEMENTS JOB ORDER CONTRACT

CONTRACT NO. 17-D-01

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CITY OF SEDONA

CONTRACT NO. 17-D-01

THIS AGREEMENT made and entered by and between City of Sedona, hereinafter designated the "CITY" and "Tiffany Construction Company, Incorporated" hereinafter designated the "JOC CONTRACTOR"

RECITALS

- A.** The City Manager of the City of Sedona, Arizona, is authorized and empowered by the City Council to execute contracts for construction and related services.
- B.** The City intends to contract for construction and related services for one or more Job Orders.
- C.** The JOC Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages JOC CONTRACTOR for these services.

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

ARTICLE 1 – DEFINITIONS AND TERMS

When the Contract indicates that work shall be "accepted, acceptable, approve, authorized, condemned, considered necessary, contemplated, deemed necessary designated, determined, directed, disapproved, established, given, indicated, insufficient interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified sufficient, suitable, suspended, unacceptable, unsatisfactory," it shall be understood that these expressions are followed by the words "by the City of Sedona".

Wherever the following abbreviations, terms, or pronouns are used in the: specifications, plans, or other Contract Documents, the intent and meaning shall interpreted as follows:

ABBREVIATIONS

AAC	American Architecture Committee
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
ARA	American Railway Association
ARS	Arizona Revised Statutes
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EIA	Electric Industries Association
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
MAG	Maricopa Association of Governments
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation (NSF)
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

DEFINITIONS

“Advertisement” - A public announcement inviting proposals for work to be performed or materials to be furnished.

“Agreement” or “Job Order Contract” or “JOC” means this fully executed agreement between City and JOC Contractor, and includes other documents itemized and referenced in or attached to and made part of this Agreement.

“Award” - The acceptance by the City of a proposal.

“Basis of Payment” -The terms under which "work" is paid, as a designated pay item accordance with the quantity measured and the pay unit.

“Bidder” - Any individual, partnership, joint venture, firm or corporation submitting a proposal for the advertised work, acting directly or through a duly authorized representative.

“Calendar Day” - Each and every day shown on the calendar, beginning and ending at midnight.

“Certified Invoice” - An invoice from a supplier which has been reliably endorsed by the Contractor guaranteeing that the material was purchased and received for the project and establishing the value of the material.

“Change Order” - A written instrument issued after execution of a Job Order Amendment signed by City and JOC Contractor, stating their agreement upon all of the following: the scope of the change in Job Order; the amount of the adjustment to the Job Order Price; and the extent of the adjustment to the Job Order Time.

“City” means the City of Sedona, Arizona.

“City’s Representative” means the person designated in Subdivision 8.4.1.2. of this agreement.

"City’s Senior Representative" means the person designated in Subdivision 8.4.1.1. of this agreement.

“Claim” - A written demand or request for additional compensation or additional time submitted to the Engineer that:

1. Contains the words “This is a claim...”, within its Subject line or the first paragraph
2. Cites the contractual basis for the demand or request
3. Relates the Contractual basis cited to factual events occurring or that have occurred within the project.

“Completion Date” -The date on which the contract work is specified to be fully completed, but not limited to clean up of the work site and staging areas and submittal of record drawings.

“Construction Documents” means the plans, specifications and drawings prepared by a Design Professional or technically competent person and approved by the City after correcting for permit review requirements and incorporating addenda and approved Change Orders.

“Contract Amendment” means a specific written concurrence between the Owner and the JOC Contractor for changes to and/or extension of this Agreement.

“Contract Change Order” - A written order issued to the Contractor by the City covering extra work, additions or alterations to the plans and specifications, and establishing the basis of payment and time adjustment for the work affected by the changes. The Contract Change Order is the only method authorized for changing the Contract.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the JOC Contractor:

- (i) Change Orders;
- (ii) Job Order Amendments
- (iii) Contract Amendments
- (iv) This Job Order Contract (this document), including description of and Basis of Payment for Unit Price JOC Work Activity
- (v) Payment and Performance Bonds
- (vi) Notice to Proceed
- (vii) Special Conditions
- (viii) Special Provisions/Technical Specifications
- (ix) Plans and Drawings
- (x) General Conditions
- (xi) Standard Specifications
- (xii) JOC Contractor’s Proposal (if any)
- (xiii) JOC Contractor Statement of Qualifications

“Contract Price” means the amount or amounts set forth in Article 5 subject to Contract Amendments in accordance with this Agreement.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time set forth in Article 4 subject to Contract Amendments in accordance with this Agreement.

“Contractor” - Party contracting directly with the City to furnish and perform all work and services in accordance with the Contract Documents.

“Cost-coefficient” means the multiplier shown in Section 5.2.2 used to calculate Job Order Price.

“County” -The county in which the work is to be done

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Design Professional” means a qualified, licensed design professional who furnishes design and/or construction administration services.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated or frequently encountered for the type and scope of work indicated in the Job Order Amendment or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Differing Site Conditions may beneficially or adversely impact the work required.

“Duration of the Work” means the number of Days from a Job Order Notice To Proceed to Substantial Completion.

“Engineer”- The City Engineer; or his designated representative

“Extra Work” -Work not provided for in the Contract as awarded but determined by the City to be essential to the satisfactory completion of the Contract within its intended scope.

“Final Acceptance” means the completion of a Job Order as prescribed in Division 4.4.

“Gender and Number” -References are made as if masculine in gender and singular in number unless neuter gender is appropriate in the context; however, the use of any gender shall be applicable to all genders and the use of singular number shall include the plural and conversely.

“Inspector” - A person, persons, or firm authorized by the Engineer to make detailed reviews, observations, reports and determinations of contract performance.

“JOC Contractor” means JOC CONTRACTOR selected by the City to provide or procure construction and design services as detailed in this Agreement.

“JOC Contractor’s Representative” means the person described in Subdivision 8.4.2.2. of this agreement.

“JOC Contractor’s Senior Representative” means the person described in Subdivision 8.4.2.1. of this agreement.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to a Job Order Amendment.

“Job Order Amendment” means a specific written agreement between the Owner and the JOC Contractor for a Job Order including a scope, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Agreement. The Job Order Amendment shall be considered to include as referenced or attached any plans, technical specifications, special provisions or drawings and specifications sufficient to locate the work site, describe the scope of work and allow the contractor to submit a complete price for the work, and the JOC Contractor’s proposal either by reference or inclusion.

“Job Order Price” means the amount calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Division 5.2.

“JOC Payment Request” means the City form used by the JOC Contractor to request progress payments for Job Orders in accordance with Article 7.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Agreement by executing a Job Order Amendment.

“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 a Project or Site, the practices involved in a Project or Site, or any Work.

“May” - Used to refer to permissive actions.

“Method of Measurement” - The manner in which a pay item is measured to conform with the pay unit.

“Minor Design Services” – Small in scope and up to a dollar figure of \$5000.00

“Notice for Change Order and Compensation” - A written notification submitted to the Engineer that a demand or request for additional compensation potentially may be made. The notification shall

1. Contain the words “Notification of a Claim” within its Subject line or the first paragraph
2. Describe the occurrence which is the reason that the Notice of Claim is being presented

“Notice to Proceed,” (NTP) means a written notice given by the City to the JOC Contractor fixing the date on which the JOC Contractor will start to perform the JOC Contractor’s obligations under this Work Order.

“Plans” - The drawings and pictures depicting the location and special orientation of the work to be done.

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

“Project” -The work to be completed pursuant to this contract.

“Proposal” -A standard form plus information supplied by the City, which contains spaces for completion by the Bidder which, when completed in its entirety and executed by the Bidder, along with all required additional documents, shall constitute the Bid. Said Bid shall constitute the Contractor’s offer to perform all Work required as set forth in the Contract Documents for the amount of money stated in the Bid.

“Proposal Form” - The documents furnished by the City on which the offer of a bidder is submitted.

“Proposal Guaranty” - The security furnished with a proposal to Guaranty that the bidder will enter into the Contract if the proposal is accepted.

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

“Right Of Way” - A general term denoting land, property, or interest therein, acquired for project related purposes including, but not limited to construction, work area, movement of equipment and other necessary and required project activities.

“Salvable Material” - Material that can be saved or salvaged. Unless otherwise designated or directed by the City or shown on the plans, all salvable material shall become the property of the Contractor. Asbestos, hazardous substances or materials, hazardous waste or any other regulated substances or materials shall be disposed of in accordance with all applicable federal, state and local regulations.

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

“Shall” - Refers to mandatory actions by either the Contractor or the City.

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

“Site” means the land or premises on which a Job Order is located.

“Special Item(s)” means Work that is not included in the Unit Prices as amended and is unique to a specific Project.

“Subcontractor” or “Sub consultant” means any person or entity retained by JOC Contractor as an independent contractor to perform a portion of the Contract Services and shall include material, men and suppliers.

“Substantial Completion” means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes and the City has pursuant to this contract accepted the work as substantially complete.

“Superintendent” - The Contractor's authorized representative in charge of the Work.

“Unit Prices” means the prices shown on Exhibit A subject to adjustment in accordance with Article 6.

“Work” means any construction and related services, including procuring and furnishing materials, equipment, services and labor, reasonably inferable from a Job Order Amendment.

Article 2 - JOC Contractor’s Services and Responsibilities

2.1 General Services

2.1.1 Contractor’s Understanding

- A. It is understood and mutually agreed that by submitting a proposal, the Contractor acknowledges that he has carefully examined all documents pertaining to the Work, the locations, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, subsurface conditions, the character, quality, and equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, the general and local conditions, the construction hazards, and all other matters, including but not limited to any labor situation which can in any way affect the Work under the Contract. It is further mutually agreed that by submitting a proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility sufficiency and correctness of the Contract Documents for the construction of the Work and that he accepts all the terms, conditions, and stipulations contained therein.
- B. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents.
- C. The Contractor in the execution of the Work shall conform to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over employment discrimination, wages and working conditions, and the construction of the Work, including but not limited to all construction codes, O.S.H.A. Requirements, and safety codes, which may apply to (1) performance of the Work; (2) protection of adjoining and adjacent property; (3) maintenance of passage-ways, guard fences or other protective facilities; and shall obtain all permits and pay for licenses and approvals necessary for the construction of the Work and give all required notices.
- D. Prior to the award of the Job Order Contract, the successful bidder must apply for business registration in the City of Sedona and obtain a City of Sedona business license within 30 days of passage of business license legislation or a written determination that a business license is not required issued by the City’s Business

License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a copy of this business license or a written determination prior to award and at contract renewal.

- E. The Contractor understands that, unless specifically stated otherwise in the contract documents, the intent of the contract documents is to provide complete and operable facilities. The Contractor's bid amount for this project, therefore, shall be and is considered to be for completion in conformity with this understanding, regardless of whether some aspect of the work to be performed is named as a separate bid item or not.
- F. It is understood and mutually agreed that this project is unique in that it represents a continuous, full-time daily service to the City and the people it serves. For this reason, the Contractor must recognize that he and his employees shall act in a courteous and professional manner at all times. The City does not guarantee any use of the equipment or services described in this Contract and, therefore, no adjustments will be made because of non-use. The City of Sedona is not obligated or limited to having only the Contractor perform the tasks identified under the bid items and that the City may procure services through other providers of its choice. The Contractor further understands that if the Contractor is not available, refuses or declines to provide the services contracted for, although the City may obtain the services through others, the City may require reimbursement from the Contractor for any costs incurred above those the City would not have incurred had the Contractor provided the service.
- G. **NON-DISCRIMINATION.** Contractor, 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)).

2.1.2 The JOC Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities necessary to accomplish in the Job Order Amendment for which it is issued a Job Order Notice to Proceed in accordance with this Agreement. The City may determine it is in its best interest to furnish materials and equipment for a specific Job Order in accordance with the Job Order Amendment.

2.1.3 The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the direction and supervision of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Sedona, Arizona.

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.

- 2.1.3.1** When practical, the City of Sedona will require that the Contractor provide estimates of cost in prior to being authorized to proceed with work. The Contractor shall give due diligence in preparing such estimates that they be complete as to a general description of the work to be performed, the type of bid items applicable to the work, unit costs, an estimate of the time required for the work, and totals for performance of the work and its various parts.
- 2.1.3.2** The City requires record drawings of work performed. This may include shop drawings, sketches, maps, and line drawings indicating the performed work or work to be performed, when standard drawings need to be supplemented in order to define the work. The Contractor shall state upon completion of the work that it has been completed and that there are no latent defects. City inspection or lack thereof shall not excuse defective work.
- 2.1.4** JOC Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Contract Services. A JOC Contractor's Representative will be assigned for each Job Order. JOC Contractor's Representative shall communicate regularly with the City and shall be vested with the authority to act on behalf of JOC Contractor.

2.2 Government Approvals and Permits

- 2.2.1** Unless otherwise provided, JOC Contractor shall obtain all necessary permits, approvals and licenses, not obtained or required to be specifically obtained by the City for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. A City of Sedona business license is required and must be kept current from year to year (See section 2.1.1.D.). The JOC Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.
- 2.2.2** Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements. The JOC Contractor shall comply with the provisions of all permits, licenses and agreements as they bear on his activity and responsibility for the project, regardless of whether the City or the JOC Contractor obtained the permit license or agreement.
- 2.2.3** City shall be responsible for City of Sedona review and permit(s) fees for building and demolition permits. City will also pay City plan review and inspection fees for grading and drainage, water, sewer, and landscaping. City shall also pay for City utility design fees for permanent services.
- 2.2.4** JOC Contractor shall be responsible for all other permits and review fees not specifically listed in Division 2.2.3 above.
- 2.2.5** Arrangements for water required for construction purposes are the JOC Contractor's responsibility.

2.3 Pre-construction Conference

- 2.3.1** After execution of a Job Order Amendment and prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled. If the volume of Job

Order work contemplated and/or ongoing work is sufficient, the City or JOC contractor may request that several projects be discussed in a special meeting or routine ongoing meetings held regarding work under this contract.

- 2.3.2** The purpose of this conference is to establish a working relationship between the JOC Contractor, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- 2.3.3** At a minimum, attendees shall include JOC Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the JOC Contractor's safety officer official.
- 2.3.4** The Job Order Notice to Proceed date will be confirmed.

2.4 Control of the Work

The JOC Contractor shall properly guard and protect all partially finished work, and shall be responsible for the same until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the work shall not release the JOC Contractor from such responsibility; however, he shall turn over the entire work in full accordance with the specifications or Job Order Amendment before final settlement shall be made. In case of suspension of the work for any cause whatever, the JOC Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- 2.4.1** As part of completing work under the Job Order Amendment, the JOC Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site. Clean dirt or other material generated by the project from storm drainage pipes and the public roadway should also be removed unless otherwise excused by the Engineer.
- 2.4.2** Unless otherwise provided in the Job Order Amendment to be the responsibility of City or a separate contractor, JOC Contractor 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 JOC Contractor to complete the Work consistent with the Job Order.
- 2.4.3** JOC Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. JOC Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.4.4** Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the JOC Contractor.
- 2.4.5** JOC Contractor, its designee or the JOC Contractor's Superintendent shall be present at the Work at all times that construction activities are taking place.
- 2.4.5.1** All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman, superintendent 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.

- 2.4.5.2** In the event of noncompliance of this Division 6.1, the City may require the JOC Contractor to stop or suspend the Work in whole or in part.
- 2.4.6** Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the JOC Contractor's responsibility to ensure the Subcontractor employed for such work is approved.
- 2.4.7** Before ordering materials or doing work, the JOC Contractor 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.
- 2.4.8** The JOC Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the JOC Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once. Failure to do so would render any change order requested by the JOC Contractor void.
- 2.4.9** The Contractor 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.
- 2.4.10** Any person employed by the JOC Contractor 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 JOC Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. The JOC Contractor or Subcontractor shall hold the City harmless from damages or claims, which may occur in the enforcement of this section.
- 2.4.11** JOC Contractor 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.
- 2.4.12** JOC Contractor 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, JOC Contractor 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.

2.5 Control of the Work Site

- 2.5.1** Throughout all phases of construction, including suspension of Work, JOC Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to receiving Substantial Completion of the Work, or a portion of the Work, JOC Contractor 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.

- 2.5.2** JOC Contractor shall take all necessary 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.
- 2.5.3** JOC Contractor shall maintain ADA accessibility requirements during construction activities in an occupied building or facility, pedestrian ways and sidewalks. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. JOC Contractor shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the JOC Contractor. 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 JOC Contractor.
- 2.5.5** The JOC Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this Agreement. The waste product referred to herein shall become the property of the JOC Contractor. The JOC Contractor shall provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.
- 2.5.6** The JOC Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The JOC Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the JOC Contractor as the JOC Contractor's representative at the site. The representative shall have full authority to act on behalf of the JOC Contractor and all communications given to the representative shall be as binding as if given to the JOC Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- 2.5.7** The JOC Contractor shall plan and conduct all tasks to incorporate best management practice to minimize in accordance with Best Management Practices and governing regulations stormwater pollution and air pollution.
- 2.5.8** The JOC Contractor shall plan and conduct all tasks in a manner to minimize to the extent practicable the production of waste products.
- 2.5.9** Each work proposal presented by the JOC Contractor shall identify measures which will be taken to reduce production of waste, reduce air pollution, reduce noise pollution, storm water pollution, assure consideration of public convenience issues such as trash pickup, and pedestrian, bicycle and motorized vehicular movement. A reasonable cost for such measures shall be identified and subject to deduction for failure to aggressively implement the measures. The measures shall be subject to review and acceptance by the City.

2.6 Shop Drawings, Product Data and Samples

- 2.6.1** 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 JOC Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- 2.6.2** The JOC Contractor 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 schedule as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the JOC Contractor, which are not required by the Contract Documents, may be returned without action.
- 2.6.3** The JOC Contractor 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. Three submittals are required unless otherwise specified in the Job Order Amendment.
- 2.6.4** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the JOC Contractor represents that the JOC Contractor 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 Job Order.
- 2.6.5** The JOC Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the JOC Contractor 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 JOC Contractor 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.
- 2.6.6** The JOC Contractor 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.
- 2.6.7** Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 Inspection

Inspectors may be stationed on the work site to report to the City's Representative or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the JOC Contractor fails to fulfill the requirements of the specifications and Agreement. The Inspector may direct the attention of the JOC Contractor to such failure or infringement but such inspection shall not relieve the JOC Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

- 2.7.2** In case of any dispute arising between the Inspector and the JOC Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be

referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the JOC Contractor or interfere with the management of the work by the JOC Contractor.

2.7.3 Inspection or supervision by the City's Representative or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the JOC Contractor.

2.8 Materials Testing

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

2.8.1 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 of the City.

2.8.2 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test shall be made in accordance with the latest editions of the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

2.8.3 For special inspection/testing, the City will select a pre-qualified Independent Testing Laboratory and will pay for initial City Acceptance Testing. Non-special inspection/testing will be paid by the Contractor unless otherwise agreed.

2.8.3.1 When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by the JOC Contractor.

2.8.3.2 When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

2.8.3.3 The JOC Contractor 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.

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

2.8.5 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 JOC Contractor, unless otherwise provided in the Job Order.

2.8.6 JOC Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the JOC Contractor and paid by the JOC Contractor.

2.9 Approved Alternates

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance or performance, or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail.

- 2.9.1** After execution of the Job Order Amendment, the JOC Contractor may submit a proposal to the City for approved alternates for items referenced in plans and specs. If the City approves the proposal for alternates a Change Order will be issued to reflect such changes. The proposal shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The JOC Contractor shall submit additional information and/or samples when required.
- 2.9.2** The City's Representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the City's Representative shall give notice of rejection to the JOC Contractor.
- 2.9.3** The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

2.10 Project Record Document

2.10.1 During the construction period, the JOC Contractor shall maintain at the jobsite a set of project plans and specifications of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The JOC Contractor shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The JOC Contractor shall 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.
- Culvert size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 The JOC Contractor shall mark completely and accurately Record Documents 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. JOC Contractor shall mark drawings with detail and precision in accordance with these specifications, but not less than what it requires of the City and utilities in the marking of their facilities.

2.10.1.3 The JOC Contractor shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.1.4 The JOC Contractor shall note Request for Information (RFI) Numbers, American Standards Institute (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 JOC Contractor shall at the time of Substantial Completion, submit Record Documents prints and Shop Drawings to the City or its representative for review and comment.

2.10.2 Immediately upon receipt of the reviewed Record Documents from the City, the JOC Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City:

2.10.2.1 The original copy of the Record Documents (redline mark-ups).

2.11 Project Safety

2.11.1 The industrial environment in which the JOC Contractor for the City of Sedona operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the City of Sedona loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The JOC Contractor will be required to attend a City safety briefing session at the pre-construction meeting. The session shall be attended by the City's Representative, the designated Engineering Services staff, and a JOC Contractor's representative.

2.11.2 Engineering Services makes available a packet, which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

2.11.3 JOC Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

2.11.4 JOC Contractor shall contact the City's Representative and the City Engineering Services within one hour of the occurrence of an accident or injury arising out of the JOC Contractor's work under this Agreement.

2.11.5 JOC Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of the JOC Contractor's work under this Agreement.

2.11.6 The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

2.11.7 JOC Contractor 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.

2.11.8 JOC Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.9 JOC Contractor 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, JOC Contractor's Safety

Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

- 2.11.10** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with JOC Contractor's personnel, Subcontractors and others as applicable.
- 2.11.11** JOC Contractor 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.
- 2.11.12** JOC Contractor 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-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work. This written report will identify the injured party(s), the apparent cause of the injury, the witnesses to the injury, the response to the injury, and any other additional information that OSHA may require to be provided to the City.
- 2.11.13** JOC Contractor's responsibility for safety under this Section 2.12 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.
- 2.11.14** JOC Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Sedona, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All JOC Contractors and all Subcontractors using chemicals on City of Sedona property, shall use only the safest chemicals, with the least harmful ingredients to human and animal health. These chemicals shall be approved for use by a City of Sedona representative prior to bringing them on property. Some chemicals that are automatically approved are legal fuel and non-accumulating, biodegradable, non-toxic chemicals.

JOC Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, JOC Contractor and Subcontractors are hereby informed of the presence of (or possible presence of) chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Sedona for specific information relative to the type of chemicals that the City believes may be present and location of appropriate Material Safety Data Sheets.

- 2.11.15** Unless included in the Work, if the JOC Contractor 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.

2.11.16 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC Contractor shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC Contractor and the City may agree, in writing, to continue work in non-affected areas onsite. An extension of Contract Time may be granted in accordance with Article 6.

2.11.17 Upon discovery of hazardous materials the JOC Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

2.12 Warranty

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

2.12.1 Should the JOC Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the JOC Contractor hereby agrees to reimburse the City for the actual cost.

2.12.2 If the Contractor is required to repair or replace any portion of the Project pursuant to the two-year guarantee provided by this section, the repair or replacement shall similarly be guaranteed for an additional one-year period from the date of completion of the repair.

2.12.2.1 This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the JOC Contractor's control.

2.12.3 JOC Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than JOC Contractor or anyone for whose acts JOC Contractor may be liable.

2.12.4 JOC Contractor's warranty obligation shall be for two (2) years unless otherwise stated in the Job Order Amendment.

2.12.5 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 2.12 or the Contract Documents. JOC Contractor will provide City with all manufacturers' warranties upon Substantial Completion of each job order.

2.13 Correction of Defective Work

2.13.1 JOC Contractor 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 (2) years from the date of final acceptance of the Work or any portion of the Work by the City, 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, JOC Contractor 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 JOC Contractor fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.13.3 JOC Contractor shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above. These measures include but are not limited to timely correction of the Work. If the JOC Contractor fails to initiate necessary measures with such work within seven days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide JOC Contractor with written notice that the City will commence correction of such nonconforming Work with its own forces.
- 2.13.4 If the City does perform such corrective Work, JOC Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.
- 2.13.5 The JOC Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- 2.13.6 The two-year period referenced in Division 2.13.1 above applies only to JOC Contractor'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 JOC Contractor's other obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

- 3.1 **Duty to Cooperate.** City shall, throughout the performance of the Contract Services, cooperate with JOC Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate JOC Contractor's timely and efficient performance of the Contract Services and so as not to delay or interfere with JOC Contractor's performance of its obligations under the Contract Documents.
- 3.2 **Information and Services.** City shall furnish the JOC Contractor, at no cost to the JOC Contractor, the following information or services for this project:
 - 3.2.1 One copy of data pertinent to the work. However, the JOC Contractor can request from the City information required for the project.
 - 3.2.2 Project funding and budget allocations and any changes affecting the funding or budget allocations.
 - 3.2.3 For purpose of determining the Job Order Price, any Plans and Specifications.
- 3.3 **City's Representative**
 - 3.3.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit JOC Contractor to fulfill its obligations under the Contract Documents.
 - 3.3.2 City's Representative shall also provide JOC Contractor with prompt notice if it observes any failure on the part of JOC Contractor to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.4 **Design Professional Services**
 - 3.4.1 The City may contract separately with one or more Design Professionals to provide architectural and/or engineering design of the Project in accordance with the provisions of A.R.S. §34-603. This does not relieve the JOC Contractor of their design responsibility.

- 3.4.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work

3.5 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, JOC Contractor in order to enable JOC Contractor to timely complete the Work consistent with the Contract Documents.

Article 4 - Contract Time and Job Order Time

4.1 Contract Time

- 4.1.1 Contract Time shall commence on the Notice to Proceed date for this Agreement and shall be for one year with the option to extend for up to four one-year periods.
- 4.1.1.1 The option to extend will be exercised based on the contractor's successful performance and the needs of the City. This option to extend may be exercised at the sole discretion of the City.
- 4.1.1.2 A Contract Amendment will be processed for each extension and will commence on the anniversary date of the Notice to Proceed.
- 4.1.2 This Agreement will remain in full force and effect during the performance of any Job Order.
- 4.1.3 Work that has been started before the termination date of the contract can be completed after the termination date, however, no new Job Order Amendments may be issued.

4.2 Job Order Time

- 4.2.1 Job Orders may be issued at any time during the term of this Agreement.
- 4.2.2 Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined pursuant to Division 5.2 and a calculated Substantial Completion date.
- 4.2.3 JOC Contractor agrees that it will commence performance of the Work and achieve the Job Order Time.
- 4.2.4 Each Job Order Time shall be subject to adjustment in accordance with Article 6.

4.3 Substantial Completion

- 4.3.1 Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- 4.3.2 Prior to notifying the City in accordance to Division 4.3.3 below, the JOC Contractor shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The JOC Contractor 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 JOC Contractor to complete all Work in accordance with the Contract Documents.

- 4.3.3 JOC Contractor shall notify the City in writing when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- 4.3.4 Within five (5) days of City's receipt of JOC Contractor's notice, City and JOC Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.3.5 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 JOC Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- 4.3.6 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 4.3.5 above, (ii) JOC Contractor 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 JOC Contractor agree that City's use or occupancy will not interfere with JOC Contractor's completion of the remaining Work.
- 4.4 **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance City and JOC Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.3.5. The City will issue a Final Acceptance Letter after the full work is complete.

4.5 Liquidated Damages.

- 4.5.1 JOC Contractor understands that if Substantial Completion is not attained within the Duration of the Work as adjusted for each Job Order, City will suffer damages, which are difficult to determine and accurately specify. The JOC Contractor agrees that if Substantial Completion is not attained within the Duration of the Work as adjusted, JOC Contractor shall pay City the amount prescribed in Division 4.5.2 below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Duration of the Work as adjusted.
- 4.5.2 The liquidated damages for each Job Order unless a specific amount has been determined in the Job Order Amendment shall be per MAG Specifications Section 108.9, Table 108-1.

Article 5- Contract Price and Job Order Price

5.1 Contract Price.

This Agreement will have a maximum amount of **\$1,625,000.**

- 5.1.1 If the City opts to extend this Agreement pursuant to Division 4.1.1, the Contract Amendment will increase the maximum amount, if necessary.

5.2 Job Order Price

- 5.2.1.** Each Job Order price is subject to adjustments made in accordance with Article 6.
- 5.2.2** The Job Order Price shall be calculated using the Unit Prices as shown in Exhibit A, a cost for any Special Items and the Cost-Coefficient.
- 5.2.2.1** Unless otherwise provided in the Contract Documents, each Job Order Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 5.2.2.2** The JOC Contractor guarantees to bring each Job Order within the Job Order Price or JOC Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.
- 5.2.2.3** The Unit Prices and the Cost-coefficient are subject to adjustment by Contract Amendment in accordance with Article 6.
- 5.2.3** The scope of work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the JOC Contractor. The Job Order Amendment and related documents will be given to the JOC Contractor.
- 5.2.3.1** The JOC Contractor will be asked to provide a proposal with the Job Order Price and a schedule indicating the Duration of the Work for the proposed Job Order based on the scope meeting and the provided documents.
- 5.3** If the JOC Contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard tasks in the job order. All subcontracted work shall comply with the ARS most recent requirements.
- 5.3.1** The JOC Contractor shall deliver promptly to each Subcontractor invited to bid a coefficient to the JOC Contractor to do all or part of the work under one or more job orders:
- 5.3.1.2** A copy of the descriptions of all standard individual tasks on which the Subcontractor is invited to bid.
- 5.3.1.3** A copy of the standard unit prices for the individual tasks on which the Subcontractor is invited to bid.
- 5.3.2** If not previously delivered to the Subcontractor, the JOC Contractor shall deliver promptly the following to each Subcontractor invited to or that has agreed to do any of the work included in any job order:
- 5.3.2.1** A copy of the description of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.2** The number of units of each standard individual task that is included in the job order and that the Subcontractor is invited to perform.
- 5.3.2.3** The standard unit price for each standard individual task that is included in the job order and that the Subcontractor is invited to perform.

Article 6 – Changes to Job Order Price and Time

6.1 Delays to the Contract Services

- 6.1.1** If JOC Contractor is delayed in the performance of the Contract Services due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom JOC Contractor is responsible, the Job Order Times for performance shall be reasonably extended by Change Order.
- 6.1.2** The JOC Contractor shall request an increase in the Job Order Time by written notice including an estimate of probable effect of delay on progress of the Contract Services.
 - 6.1.2.1** In the case of a continuing delay only one request is necessary. However, the City reserves the right to request, and the JOC shall provide, updates on the anticipated impact of the delay and changes in the cause or severity of the reason for the delay. The JOC shall provide the updates within three working days of the City request. Failure to provide the update shall result in a lost of delay claim time to the extent the update is received late.
 - 6.1.2.2** Written notice shall be received within five (5) Days of the commencement of the cause of the delay.
 - 6.1.2.3** When a written notice is received more than five (5) days after commencement of the cause of the delay, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.
- 6.1.3** By way of example, events that may entitle the JOC Contractor to an extension of the Job Order 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, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.4** If adverse weather conditions are the basis for a request for additional Job Order 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 construction. Also, the JOC Contractor shall demonstrate that they took appropriate action to avoid or minimize the impact of the adverse weather.
- 6.1.5** It is understood, however, that permitting the JOC Contractor to proceed to complete any services, or any part of them, 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.
- 6.1.6** In addition to JOC Contractor's right to a time extension for those events set forth in this Division 6.1, JOC Contractor shall also be entitled to an appropriate adjustment of the Job Order Price provided, however, that the Job Order Price shall not be adjusted for those events set forth in this Division 6.1 that are beyond the control of both JOC Contractor and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.1.7** If JOC Contractor is delayed in the performance of the Contract Services due to a delay for which the City is responsible, that is unreasonable under the circumstances and that

was not within the contemplation of the parties to the contract, negotiations between the City and the JOC Contractor for the recovery of damages related to expenses incurred by the JOC Contractor may be initiated. This section shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or other procedures for settlement or provides for liquidated damages.

6.2 Differing Site Conditions

6.2.1 If JOC Contractor encounters a Differing Site Condition, JOC Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent JOC Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. The City shall also be entitled to an adjustment due to Differing Site Conditions to one-half the beneficial impact of the Condition on the work.

6.2.2 Upon encountering a Differing Site Condition, JOC Contractor 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. JOC Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3 Errors, Discrepancies and Omissions.

6.3.1 If the JOC Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.3.2 If the JOC Contractor 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 JOC Contractor prior to clarification by the City shall be at the JOC Contractor's risk.

6.4 City Requested Change in Job Order.

The City reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

6.4.1 Such alterations and changes shall not invalidate this Agreement or the Job Order Amendment nor release the surety and the JOC Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

6.4.2 The City will request a proposal for a change in a Job Order from JOC Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on the Unit Prices, Cost-coefficient and time.

6.5 Legal Requirements.

The Job Order Price and/or Job Order Times shall be adjusted to compensate JOC Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order Amendment affecting the performance of the Work. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

6.6 Change Orders.

6.6.1 City and JOC Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2 All changes to a Job Order authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.7 Minor Changes in a Job Order

6.7.1 The City has authority to order minor changes to a Job Order 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 effected by written order and shall be binding on the City and JOC Contractor. The JOC Contractor shall carry out such written orders promptly.

6.7.2 JOC Contractor may make minor changes to a Job Order, provided, however that JOC Contractor shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by JOC Contractor.

6.7.3 Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Times.

6.8 Job Order Price Adjustments

6.8.1 The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by the Unit prices set forth in Exhibit A and the Cost-coefficient.

6.8.2 If application of such Unit Prices will cause substantial inequity to City or JOC Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.3 If City and JOC Contractor disagree upon whether JOC Contractor is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, City and JOC Contractor shall resolve the disagreement pursuant to Article 8 hereof.

6.8.3.1 As part of the negotiation process, JOC Contractor shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.3.2 If the parties are unable to agree and City expects JOC Contractor to perform the services in accordance with City's interpretations, JOC Contractor shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC Contractor (i) directing JOC Contractor to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.9 Changes to Unit Prices and Cost- coefficient

6.9.1 If a work item needs to be added to the Unit Prices shown in Exhibit A, the city will determine the new Unit Price utilizing the same method used to determine the original Unit Prices.

6.9.2 If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Unit Prices may be changed based on inflationary, deflationary and market changes at the time of the extension.

6.9.2.1 The Unit Prices will be evaluated by the City utilizing the same method used to determine the original unit pricing.

- 6.9.2.2** Unit Prices affected by the price of bituminous material and diesel fuel will be adjusted based on the Arizona State Department of Transportation price adjustment formula for bituminous material and diesel fuel.
- 6.9.2.3** The JOC Contractor may provide documentation demonstrating market changes to be considered by the City.
- 6.9.3** If this Agreement is extended pursuant to Divisions 4.1 and 5.1, the Cost-coefficient may be adjusted at the time of the extension.
- 6.9.3.1** The Cost-Coefficient will be adjusted for documented changes in taxes, bonding and insurance.
- 6.9.3.2** Adjustment for changes in the JOC Contractor's operating costs may be negotiated.
- 6.9.4** During the Contract Time between extension dates the JOC Contractor may request in writing to the City Engineer a JOC Amendment to adjust a Unit Price or the Cost-coefficient.
- 6.9.5** Unit Price adjustments will be allowed at the extension of the contract, except as otherwise specifically stated.
- 6.10** **Emergencies.** In any emergency affecting the safety of persons and/or property, JOC Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time(s) resulting from emergency work under this Section 6.10 shall be determined as provided in this Article 6.

Article 7- Procedure for Payment

7.1 Job Order Payment Request

- 7.1.1** At least five (10) working days prior to the date established for a progress payment, the JOC Contractor shall meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- 7.1.2** The Job Order Payment Request shall constitute JOC Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that all Work for which payment is requested has been incorporated into the project and is clear of all claims, liens, encumbrances and security interests. The City reserves the right to request written documents verifying the clear status of any work for which payment is requested.

7.2 Partial Payments

- 7.2.1** Partial payment will be made for Job Orders with Duration of the Work greater than 90 Days and may be made if Duration of the Work is less than 90 Days.
- 7.2.2** JOC Contractor shall submit a Job Order Payment Request to the City once each calendar month, but not more than once in a 30-day period, beginning with the first month after the Job Order Notice to Proceed. The first payment request shall not be made prior to 15 days after starting the work.
- 7.2.3** The Job Order Payment Request may request payment only for equipment and materials incorporated into the Project.

7.2.3.1 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.

7.2.3.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Yavapai County or Coconino County and be accessible for City's inspection. Title to such materials and equipment shall include applicable insurance, bonding, storage and transportation to the Site.

7.2.3.3 All bonds and insurance required for stored materials shall be in the City's name.

7.3 Payment of Job Order Price

7.3.1 Invoice Processing: The City will not accept inaccurate, illegible, or incomplete invoices (requests for payments). Invoices shall be hard copy, with original signature. Electronic or facsimile signatures are not acceptable on the invoice.

7.3.1.1 The City distributes payments on every other Thursday, beginning on **10/15/2015**, unless holidays dictate otherwise.

7.3.1.2 The City's Project Engineer must receive an acceptable, correct invoice with required supporting documentation not later than close of business on the Monday, ten calendar days prior to the expected check distribution day.

7.3.1.3 For projects longer than 60 calendar days duration, each request for payment shall be accompanied by a progress schedule, effective through the invoice period. The City shall not release a payment until the contractor provides an acceptable, accurate, and updated project schedule.

7.3.2 City shall pay JOC Contractor all amounts properly due. If City determines that JOC Contractor is not entitled to all or part of a JOC Contractor Payment Request, it will notify JOC Contractor in writing within (7) days after the date JOC Contractor 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 JOC Contractor must take to rectify City's concerns. JOC Contractor and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, JOC Contractor may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.4 Retention on Job Order Payments

Pursuant to Arizona Revised Statutes Title 34-609.B (Paragraph 7): Notwithstanding paragraphs 1 through 6 (of Title 34-609.B), any other provision of this section and any other law, there is no retention for job-order-contracting construction services contracts...

7.5 Final Payment

7.5.1 After receipt of a final JOC Contractor Payment Request, City shall make final payment ~~including retention~~ as prescribed in this Article, provided that JOC Contractor 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 JOC Contractor Payment Request for each job order, JOC Contractor 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;
and

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

7.6 Payments to Subcontractors or Supplier

- 7.6.1 JOC Contractor shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The JOC Contractor 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. No Contract between JOC Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

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

- 7.6.2.1 To hold the JOC Contractor 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 JOC Contractor for a period not to exceed one year from Substantial Completion date of this Project; or

- 7.6.2.4 Terminate this agreement.

- 7.6.3 If JOC Contractor's payment to a Subcontractor or supplier is in dispute, JOC Contractor 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 a disputed claim is resolved through ADR or otherwise, the JOC Contractor and Subcontractor or supplier agree 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 JOC Contractor 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 JOC Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the City and JOC Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project. The City reserves the right to review and comment upon the adequacy of the account records.

- 7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the JOC Contractor'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 provisions regarding account records, Price and/or payments made on this Agreement and also require reimbursement if, upon audit of the JOC Contractor's records, the audit discloses the JOC Contractor has provided false, misleading, or inaccurate cost and pricing data.
- 7.7.4 The JOC Contractor 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 Subconsultants' and Subcontractors' 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

8.1 Requests for Contract Adjustments and Relief.

- 8.1.1 If either JOC Contractor or City believes that it is entitled to relief against the other for any event arising out of or related to Contract Services, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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. The amount of claim compensation cannot include compensation for factors occurring more than 21 days before the claim.

8.2 Dispute Avoidance and Resolution

- 8.2.1 The parties are committed to working with each other throughout the Project. If disputes or disagreements do arise, JOC Contractor and City shall in good faith work to resolve such disputes or disagreements in conformance with the procedures specified in this contract.
- 8.2.2 JOC Contractor and City will first attempt to resolve disputes or disagreements at the field level through discussions between JOC Contractor's Representative and City's Representative.
- 8.2.3 If a dispute or disagreement cannot be resolved through JOC Contractor's Representative and City's Representative within fifteen (15) days from the date any party gives notice to

the other, JOC Contractor'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.

8.3 Duty to Continue Performance Unless provided to the contrary in the Contract Documents, JOC Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations which are not in dispute to JOC Contractor, pending the final resolution of any dispute or disagreement between JOC Contractor and City.

8.4 Representatives of the Parties

8.4.1 City's Representatives

8.4.1.1 City designates the individual listed below as the City's Senior Representative, which individual has the authority and responsibility for resolving disputes under Division 8.2.3:

Mr. J. Andy Dickey, PE, Director of Public Works/City Engineer
102 Roadrunner Drive
Sedona, AZ 86336, 928-203-5039

8.4.1.2 The City designates the individual listed below as the City's Representative who will manage the Job Order.

Mr. David Peck, EIT
Associate Engineer
102 Roadrunner Drive
Sedona, AZ 86336, Phone: 928-204-7108 Fax: 928-282-5348

8.4.2 JOC Contractor's Representatives

8.4.2.1 JOC Contractor designates the individual listed below as the JOC Contractor's Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.2.3:

Herb Tiffany, III, President
Tiffany Construction Company
75 Kallof Place
Sedona, AZ 86336 Office Phone (928) 204-9817, Cell Phone (928) 220-0476

Phone:

8.4.2.2 JOC Contractor will designate an individual for each Job Order as the JOC Contractor's Representative.

Article 9 – Suspension and Termination

9.1 City's Right to Stop Contract Services

9.1.1 City may, at its discretion and without cause, order JOC Contractor in writing to suspend the Work on a Job Order. The JOC Contractor is responsible for site security and protection during a suspension unless otherwise stated in writing by the City. Payment for such work during suspension shall be subject to the compensation provisions of this contract.

9.1.2 JOC Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

9.2 Termination for Convenience

9.2.1 Upon receipt of written notice to JOC Contractor, City may, at its discretion and without cause, elect to terminate this Agreement or any Job Order.

9.2.2 If the City suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.3 Upon receipt of written notice of termination of this Agreement or any Job Order, the JOC Contractor shall proceed with the following obligations.

9.2.3.1 Stop Work as specified in the notice.

9.2.3.2 Place no further subcontracts or orders.

9.2.3.3 Terminate all subcontracts to the extent they relate to the work terminated.

9.2.3.4 Assign to the City all right, title and interest of the JOC Contractor 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.

9.2.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of the JOC Contractor and in which the City has or may acquire an interest.

9.2.4 The JOC Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.2.5 The City shall pay JOC Contractor the following:

9.2.5.1 The direct value of its completed Work and materials supplied as of the date of termination not to exceed the total value of the Job Order, unless approved by change order.

9.2.5.2 The reasonable costs and expenses attributable to such termination.

9.2.5.3 JOC Contractor shall be entitled to profit and overhead on completed Work only and shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the JOC Contractor would have sustained a loss on the entire Contract Services had they been completed, the JOC Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.2.6 The JOC Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Division 7.7.

9.3 City's Right to Perform and Terminate for Cause

9.3.1 If the City provides the JOC Contractor 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 JOC Contractor fails to

comply in a time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

- 9.3.2** If JOC Contractor 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 Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order 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 9.3.3 and 9.3.4 below.
- 9.3.3** Upon the occurrence of an event set forth in Division 9.3.2 above, City may provide written notice to JOC Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.1** If JOC Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to JOC Contractor of its intent to terminate within an additional seven (7) days or other longer period, not to exceed ninety (90) days at the sole discretion of the City as specified in the notice, of JOC Contractor's receipt of such notice.
- 9.3.3.2** If JOC Contractor, within the second 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 JOC Contractor of such declaration.
- 9.3.4** Upon declaring the Agreement terminated pursuant to Subdivision 9.3.3.2 above, City may for all Job Orders 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 JOC Contractor 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.
- 9.3.5** In the event of such termination, JOC Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders shall be finally completed in accordance with the Contract Documents. At such time, the JOC Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.3.6** If City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then JOC Contractor 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 JOC Contractor's default.
- 9.3.7** If City terminates this Agreement for cause and the termination is determined to have been without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Division 9.2.

Article 10 - Insurance and Bonds

10.1 Insurance Requirements

10.1.1 Concurrently with the execution of this Agreement, the JOC Contractor shall furnish the City of Sedona a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the state of Arizona. The City shall be named as additional insured on liability policies

10.1.2 JOC Contractor, Subcontractors and Subconsultants 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 JOC Contractor, his agents, representatives, employees, or Subcontractors.

10.1.3 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The limits on the insurance renew upon each extension of the contract, and shall not be cumulative over the life of the contract.

10.1.4 The City in no way warrants that the minimum limits contained herein are sufficient to protect the JOC Contractor from liabilities that might arise out of the performance of the Contract Services under this Agreement by the JOC Contractor, his agents, representatives, employees, Subcontractors or Subconsultants and JOC Contractor is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. JOC Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

10.2.1 Commercial General Liability-Occurrence Form (Each Occurrence)

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000

10.2.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles (Each Occurrence)

(Form CA 0001, Ed 12/93 or any replacement thereof)

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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10.2.3 Workers Compensation and Employers Liability (Each Occurrence)

Workers Compensation Statutory	
Employers Liability: Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

10.2.4 Builders' Risk Insurance (Course of Construction)

To be provided in the amount of 50% of the annual total or the annual total on the JOC.

10.3 Self-Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Sedona. JOC Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Sedona, at its option, may require JOC Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.4 Other Insurance Requirements

The policies are to contain, or be endorsed to contain, the following provisions:

10.4.1 Commercial General Liability and Automobile Liability Coverages

10.4.1.1 The City of Sedona, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the JOC Contractor including the City's general supervision of the JOC Contractor; products and completed operations of the JOC Contractor; and automobiles owned, leased, hired, or borrowed by the JOC Contractor.

10.4.1.2 The JOC Contractor's insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of explosion, collapse, or underground property damage hazards (XCU) coverage.

10.4.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by the JOC Contractor even if those limits of liability are in excess of those required by this Agreement. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc.'s (ISO) additional insured, form B CG 20 10 11 85.

10.4.1.4 The JOC Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the JOC Contractor and shall not contribute to it.

10.4.1.5 The JOC Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4.1.6 Coverage provided by the JOC Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.4.1.7 All policies, except Professional Liability, shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed by the JOC Contractor for the City.

10.4.2 Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the JOC Contractor for the City.

10.4.3 Builders Risk Insurance (Course of Construction): required if subject contract involves any construction of buildings, building improvements, and civil works construction (storm drain, pipes, culverts and similar facilities) in whole or part. In addition, JOC Contractor bears all responsibility for loss to all work being performed or under construction.

10.4.3.1 Builders Risk Insurance 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.

10.4.3.2 The builders' risk insurance shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.4.3.3 This insurance shall include as named insureds, the City of Sedona, the JOC Contractor, Subcontractors, Sub-consultants and/or others with an insurable interest in the work.

10.4.3.4 This insurance shall be written on a Special Causes of Loss basis (minimally including the perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), replacement cost basis and shall include coverage for flood and earthquake.

10.4.3.5 All rights of subrogation are hereby waived against the City of Sedona, its officers, officials, agents and employees.

10.4.3.6 Builders' Risk Insurance must provide coverage from the time any covered property becomes the JOC Contractor's responsibility, and continuing 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.

10.4.3.7 JOC Contractor is responsible for payment of all deductibles under the builder's risk policy.

10.5 Sub-consultant's and Subcontractor's Insurance

JOC Contractors' certificates shall include all subcontractors as insureds under its policies or JOC Contractor shall furnish obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be sufficient to cover all of its work performed herein.

10.6 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 by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

**City of Sedona, Public Works
Mr. David Peck, Associate Engineer
102 Roadrunner Drive
Sedona, Arizona 86336**

10.7 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's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the JOC Contractor from potential insurer insolvency.

10.8 Verification of Coverage

10.8.1 JOC Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

10.8.2 All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builder's Risk Insurance, which will be received and approved as provided in Division 10.2.4. Each insurance policy required by this Agreement must be in effect at or prior to the earlier of commencement of Contract Services under the Contract Documents or the signing of this Agreement except for Builder's Risk Insurance which must be in effect prior to commencement to Work 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.

10.8.3 All certificates of insurance required by this Agreement shall be sent directly to the City of Sedona, City Maintenance Superintendent. The project number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.8 Approval

Any modification or variation from the insurance requirements in this Agreement shall be approved by the City of Sedona City Attorney, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

10.10 Bonds and Other Performance Security.

10.10.1 Prior to execution of each individual Job Order agreement, the contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order.

10.10.2 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.

10.10.3 The bonds shall be made payable and acceptable to the City of Sedona.

10.10.4 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.

10.10.4.1 If one Power of Attorney is submitted, it shall be for twice the total Job Order Price.

10.10.4.2 If two Powers of Attorney are submitted, each shall be for the total Job Order Price. Personal or individual bonds are not acceptable.

10.10.5 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 JOC Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.10.6 All bonds submitted for this project shall be provided by a company which has been rated no less than B+6 by the A.M. Best Company.

Article 11 - Indemnification

11.1 JOC Contractor's General Indemnification

To the fullest extent permitted by law, JOC Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Sedona, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by JOC Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

11.2 Insurance Provisions Separate

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11.3 Intellectual Property

The JOC Contractor shall pay all royalties and license fees associated with its performance of services herewith. The JOC Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the JOC Contractor has reason to believe that the required design, process or product is an infringement of a patent, the JOC Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

Article 12 – General Provisions

12.1 Interpretation and Intent

12.1.1 The Contract Documents are intended to permit the parties to complete the Contract Services and all obligations required by the Contract Documents within the Job Order Times for the Job Order Prices. 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.

12.1.2 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. On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3 The Contract Documents form the entire agreement between City and JOC Contractor 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 JOC Contractor 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 JOC Contractor 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 JOC Contractor 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.

12.5.1 Assignment

Neither JOC Contractor 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.

12.6 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

12.7 Construction Methods

If the City provides the JOC Contractor with a written order to provide adequate maintenance of traffic (pedestrian and vehicular), clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the JOC Contractor fails to comply in the time frame specified, the City may have work accomplished by other sources at the JOC Contractor's expense.

12.8 Utility Relocations for Construction Methods

~~If any utility is relocated or rebuilt to accommodate the JOC Contractor's construction methods and available equipment, the total cost of the work up to \$3000 shall be borne by the JOC Contractor (see Section 2.2.5).~~

12.9 Damaged Utilities during Construction

Any utilities damaged during construction shall be replaced at the JOC Contractor's expense as per the requirements of the M.A.G. Standard Specifications and the affected utility.

12.10 Successorship

JOC Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns. City does reserve the right to terminate the contract upon reassignment without penalty.

12.11 Conflict In Language

All services performed shall conform to all applicable City of Sedona codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Agreement and those in exhibits, the provisions in this Agreement shall prevail.

12.12 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 JOC Contractor, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the JOC Contractor and not for the benefit of any other party.

12.13 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.

12.14 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.

12.15 Legal Requirements

JOC Contractor shall perform all Contract Services in accordance with all Legal Requirements and shall provide all notices applicable to the Contract Services as required by the Legal Requirements.

12.16 Independent Contractor

The JOC Contractor 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 JOC Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the JOC Contractor 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.

12.17 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.

12.18 Survival

All warranties, representations and indemnifications by the JOC Contractor shall survive the completion or termination of this Agreement.

12.19 Covenant Against Contingent Fees

The JOC Contractor 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.

12.20 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.

12.21 Headings

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.

12.22 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) three (3) days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

To City:	Mr. J. Andy Dickey, PE, City Engineer City of Sedona 102 Roadrunner Drive Sedona, Arizona 86336
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To JOC Contractor:	Herb Tiffany, III, President Tiffany Construction Company 75 Kallof Place Sedona, AZ 86336
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12.23 Equal Employment Opportunity

During the performance of this contract the JOC Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

12.24 Hazardous Materials

Upon discovery of hazardous materials the JOC Order Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.

12.25 Traffic Control

- a. Complete street closures will not be permitted unless specified in the Special Provisions. The timing and sequence of street closures shall be approved by the City Engineer or designee at least 30 days prior to the closure. This approval is necessary to provide coordination with other roadway projects and special events. Restrictions of parking, revision of speed limits, and road closures anticipated for the work shall be clearly disclosed in the Job Order Amendment, and shall be considered not necessary if not mentioned.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Job Order Contractor throughout the duration of the project. All traffic control shall be in accordance with the M.U.T.C.D. or as per the approved barricade plan unless otherwise specified in the Special Provisions.
- c. The JOC Contractor shall submit a construction schedule and a traffic control plan to the Project Manager (or designee) for approval and/or modification at least three (3) working days before construction is initiated. For purpose of this requirement, working days are Monday through Thursday, excluding City recognized holidays.
- d. JOC Contractor will comply with all provisions of the M.U.T.C.D. and any other traffic control provisions as may be provided in the technical specifications or in the approved barricade plan.

12.26 Material Source

No material source has been designated by the City for use on this project.

12.27 Native Plants

The JOC Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Sedona's Land Development Code, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements

and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

12.28 Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12.29 Responsibility for Privilege (Sales) Taxes

The contractor shall be responsible for all State of Arizona and City of Sedona transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

12.30 Loss and Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

12.31 Rights-of-Way

The M.A.G. Standard Specification 107.12 shall apply. Areas for storage and maintenance purposes, which are required in addition to any areas secured by the City, as indicated in the plans and/or Special Conditions, are the responsibility of the JOC Contractor.

12.32 Existing Traffic and Street Signs and Traffic Signal Equipment

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the City Project Manager (928-204-7108) 48 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Project Manager when underground conduit is to be severed by excavations at the intersection. The City Project Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours-notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The City Project Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the City Maintenance Superintendent for the repair

and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

12.33 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, pursuant to ARS 38-506/511.A, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract.

CITY OF SEDONA, ARIZONA

**Drainage Improvements JOC
CONTRACT NO. 17-D-01**

AGREEMENT

IN WITNESS WHEREOF, three (3) identical counterparts of this contract 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 JOC Contractor agrees that this Contract, as awarded, is for the stated work and understands that payment for the work will be made on the basis of the indicated amount, per the terms and conditions of this contract.

CITY OF SEDONA, ARIZONA,

JOC CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(SEAL)
ATTEST:

(SEAL)
ATTEST:

Name: _____

Name: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
City of Sedona Drainage Improvement Projects
Unit Price Sheet for FY 2016-2017

Coffee Pot Basin Drainage Improvements

Item No.	Description	Unit	Unit Price	Multiplier	Notes
105-1A	Construction Stakes, Lines, & Grades (CPC Phase)	LS	\$1,970.00	1.06	
105-1B	Survey for Road Replacement	LS	\$2,890.00	0.99	
105-2	Replace Existing Property Corner Stakes (CPC Phase)	EA	\$300.00	1.27	
105-3	Coordination with Utility Companies (CPC Phase)	LS	\$100.00	1.05	
106-1A	Quality Control and Testing (CPC Phase)	LS	\$1,860.00	1.61	
106-1B	Quality Control and Testing (Road Replacement)	LS	\$800.00	2.30	
107-1A	Storm Water Pollution Prevention Plan (CPC Phase)	LS	\$2,170.00	1.06	
107-1B	Storm Water Pollution Prevention Plan (Road Replacement)	LS	\$1,930.00	1.00	Added w/TCC Unit Price
107-2	Protect Existing Sign in Place	EA	\$524.00	1.05	
107-3	Protect Existing Landscaping in Place	EA	\$108.00	1.06	
107-4A	As-Built Preparation - Redlines & Survey (CPC Phase)	LS	\$909.00	1.10	Split
107-4B	As-Built Preparation - Redlines & Survey (Road Replacement)	LS	\$1,591.00	0.72	
109-1	Mobilization (CPC Phase)	LS	\$7,600.00	1.00	
109-2	Demobilization (CPC Phase)	LS	\$6,060.00	1.00	
109-2B	Mobilization & Demobilization (CPC Phase Road Replacement)	LS	\$2,650.00	2.12	
211-1	Fill to 95% Proctor, 3" Lanscaping Rock (CPC Phase)	LS	\$1,880.00	0.97	
310-1	Aggregate Base Course (6" Under AC)	SY	\$10.50	2.64	Comment Added
310-1	Aggregate Base for Shoulders	SY	\$6.00	2.67	
310.1B	Subgrade Preparation	SY	\$10.80	1.00	Added w/TCC Unit Price
321-1	Asphaltic Concrete Surface Course	SY	\$34.75	0.99	
336-1	AC Pavement Removal and Replacement per Detail (CPC Phase)	SY	\$64.00	1.18	
336-1B	Normal Double Yellow Striping (Paint) (CP Road)	LF	\$20.00	2.66	Comment Added
336-2	AC Pavement Removal (Includes Subgrade Removal and Haul Off)	SY	\$5.46	3.74	Comment Added
336-3	Cut Asphalt Concrete	LF	\$3.00	1.60	
345-1	Adjust Manhole Elevation	EA	\$540.00	1.99	
345-2	Adjust Water Valve Box Elevation	EA	\$430.00	1.25	
350-1	Remove Existing 36" DIA CMP (CPC Phase)	LF	\$17.70	0.96	
350-2	Remove Existing Headwall (CPC Phase)	EA	\$1,410.00	0.93	
401-1A	Traffic Control (CPC Phase)	LS	\$25,200.00	1.06	Split
401-1B	Traffic Control (Road Replacement) (TCC Unit Price)	LS	\$3,630.00	1.00	
424-1	Site Grading	LS	\$3,200.00	1.15	
430-1	Hand-Cast USFS Approved Seed Mix	SF	\$0.05	1.60	
505-1	Construct Headwall per Detail (CPC Phase)	EA	\$7,800.00	1.16	
601-1	Protect Existing Utility in Place	EA	\$241.00	1.28	
601-1A	Dismantle and Rebuild Manhole (CONTINGENCY ITEM)	EA	\$4,420.00	0.97	
601-2	Protect New 72" Pipe Against Stormwater Damage During Const. (CPC Phase)	LS	\$387.00	1.05	
604-1	Install Slurry Backfill per Detail	LF	\$352.00	1.14	
621-1	Install 72" Diameter SRP (CPC Phase)	LF	\$301.00	1.51	
621-2	Install 72" Diameter CMP (CPC Phase)	LF	\$481.00	1.18	

621-3	Remove Interim Storm Drain End Cap and Install at Project Ending	EA	\$672.00	1.05	
621-4	Remove and Replace 18" CMP (CPC Phase)	LF	\$80.60	1.11	
621-5	Install 48" Access Riser per Detail	EA	\$4,810.00	1.21	
621-6	Interim CMP Connection per Detail (CPC Phase)	LF	\$316.00	1.13	
621-7	36" CMP (CPC Phase)	LF	\$221.00	1.03	
621-8	CMP Cap - 36" (CPC Phase)	EA	\$1,300.00	1.03	
700	Potholing	LS	\$3,190.00	1.00	Added w/TCC Unit Price
N/A	Grading & Servicing Temporary Detour Road (City to Provide Millings)	LS	\$6,700.00	0.95	Comment Added
107-3	Protect Existing Mailbox in Place (GH Phase Area - APS)	EA	\$340.00	1.00	
107-4	Repl Existing Private Rock Retaining Wall Type 1 in Kind (GH Phase Area - APS)	LF	\$23.80	1.06	
420-1	Remove and Repl Chain Link Fence & Gate in Kind (GH Phase Area - APS)	LF	\$34.00	1.13	

Soldier Wash - Phase 4 South - Demolition

Item No.	Description	Unit	Unit Price	Multiplier	Notes
1	Clear and grub	LS	\$8,000.00	0.93	
1.1	Remove and Haul Off Existing Shotcrete	SF	\$12.80	1.00	Added w/TCC Unit Price
3	Remove and salvage light standards Los Abridados	EA	\$200.00	1.02	
4	Remove and salvage irrigation system	EA	\$500.00	0.88	
4.1	Replace Irrigation System	LF	\$12.40	1.00	Added w/TCC Unit Price
5	Remove and salvage jersey barriers	EA	\$165.00	1.32	
6	Remove and dispose tree	EA	\$1,000.00	1.22	
7	Protect in place	EA	\$2,500.00	1.00	
10	Remove and dispose AC pavement	SY	\$10.00	1.11	
11	Remove and dispose curb	LF	\$14.00	0.40	
14	Remove and salvage curb stops (Grey)	EA	\$20.00	1.30	Comment Added
16	Remove and dispose rock wall	LF	\$50.00	0.66	

Soldier Wash - Phase 4 South - Construction

Item No.	Description	Unit	Unit Price	Multiplier	Notes
17	Replace power service	LS	\$4,500.00	1.21	
20	Structure excavation	CY	\$17.00	1.20	
20.1	Haul Off	CY	\$15.30	1.00	Added w/TCC Unit Price
20.2	Exc to Stockpile	CY	\$4.65	1.00	Added w/TCC Unit Price
21	Structure backfill With Native Material	CY	\$20.00	1.04	Comment Added
22	Subgrade preparation With Native Material	SY	\$18.00	1.07	Comment Added
24	Construct concrete retaining wall south of new ped bridge	LF	\$250.00	0.55	
25	Construct concrete retaining wall at existing building	LF	\$300.00	0.45	
26	Construct concrete retaining wall Portal Lane to New Ped Bridge	LF	\$670.00	1.00	Added w/TCC Unit Price
26A	6" Aggregate base course - Under 3" AC	T	\$65.00	1.12	Comment Added
27	Construct concrete channel bottom protection	SF	\$11.00	1.90	
28	Construct Redi-Rock channel bank protection	SF	\$50.00	1.32	
29	Construct 6" vertical curb	LF	\$24.00	1.16	
30	Construct 3" asphalt concrete	SY	\$34.75	1.60	
31	Replace 2" thick DG along Tlaquepaque fire lane	CY	\$80.00	1.58	
31.1	Fruitless Mulberry Trees	EA	\$915.00	1.00	Added w/TCC Unit Price
31.2	Utility Relocation for Mulberry Tree Excavation	LF	\$26.50	1.00	Added w/TCC Unit Price
32	Replace saved jersey barriers	EA	\$135.00	0.62	
32.1	Paint and Grout Replaced Fersey Barriers	EA	\$182.00	1.00	Added w/TCC Unit Price
36	Replace light standard Los Abridados	EA	\$1,000.00	0.97	
40	Construct shotcrete with wire transitions	CY	\$400.00	1.11	
41	Install D50=18" 36" thick COS Supplied Rip Rap	CY	\$91.00	0.98	Comment Added
41.1	Remove and Salvage Existing Rip Rap	CY	\$110.00	1.00	Added w/TCC Unit Price
42	Replace curb stops (Grey)	EA	\$30.00	1.40	Comment Added
43	Install new curb stops (Match Existing Grey)	EA	\$60.00	1.72	Comment Added
46	Pavement Paint Marking and ADA signage	LS	\$1,500.00	0.36	Comment Added
47	Remove and rebuild Redi-Rock wall	LS	\$17,000.00	0.82	
48	Mobilization	LS	\$20,000.00	0.85	
49	Traffic Control	LS	\$4,000.00	0.94	
50	Erosion Control	LS	\$4,000.00	0.79	
51	Quality Assurance and Quality Control Testing	LS	\$10,000.00	0.91	
52	Construction Staking	LS	\$10,000.00	0.36	
53	As-built preparation	LS	\$2,500.00	0.54	
54	2 - YR Warranty	LS	\$3,000.00	1.00	Added w/TCC Unit Price
55	Builder's Risk Insurance	LS	\$1,065.00	1.00	Added w/TCC Unit Price
56	Stucco Treatment of Concrete Wall Between Portal Lane & Ped Bridge	SF	\$4.10	1.00	Added w/TCC Unit Price
57	Synthetic Stucco Treatment at Ped Bridge Abutments	SF	\$4.10	1.00	Added w/TCC Unit Price

Little Elf Roadside Ditch Improvement

Item No.	Description	Unit	Unit Price	Multiplier	Notes
105-1	Construction Stakes, Lines, & Grades	LS	\$2,000.00	1.23	
105-2	Coordination with Utility Companies	LS	\$500.00	1.75	
106-1	Quality Control and Testing	LS	\$1,500.00	1.78	
107-1	Storm Water Pollution Prevention Plan	LS	\$1,000.00	1.56	
107-2	Protect Existing Landscaping in Place - Relocate Irrigation as Needed	EA	\$400.00	0.64	
107-3	Remove and Restore Existing Riprap, Trees and Shrubs	LS	\$2,500.00	1.37	
107-4	Salvage and Replace Existing Sign per MAG STD Detail 131	EA	\$500.00	0.59	
107-5	Salvage and Replace Existing Mailbox	EA	\$340.00	0.86	
107-6	Replace Wooden Fence in Kind	LS	\$600.00	1.73	
107-7	Replace Gravel Driveway in Kind	EA	\$500.00	0.94	
109-1	Mobilization	LS	\$2,500.00	1.44	
109-2	Demobilization	LS	\$2,000.00	1.80	
201-1	Clearing & Grubbing	LS	\$400.00	2.55	
201-2	Salvage Existing Culvert	EA	\$300.00	2.21	
211-1	Compacted Backfill	CY	\$29.00	2.03	
220-1	Riprap (D50 = 4", per Detail)	CY	\$120.00	2.62	
350-1	Remove and Dispose of Existing Headwall	EA	\$500.00	1.83	
350-2	Remove and Dispose of Existing CMU Block Retaining Wall	LS	\$750.00	2.09	
350-3	Cut Existing Yard Drain Pipe to Drain	EA	\$200.00	0.53	
401-1	Traffic Control	LS	\$10,000.00	0.50	
505-1	Double Grate Catch Basin per MAG STD Detail 537	EA	\$2,500.00	2.40	
505-2	Double Grate Catch Basin per Detail	EA	\$4,000.00	1.71	
505-3	Headwall "Straight Type" per MAG STD 501-1	EA	\$4,500.00	1.11	
505-4	Concrete Pipe Collar per MAG STD 505	EA	\$900.00	0.76	
515-1	As-Built Plan Preparation	LS	\$1,500.00	0.88	
601-1	Excavate and Backfill Trench for Gas Service Relocation by Others	LS	\$500.00	1.60	
601-2	Encase Sewer Lateral per Detail	EA	\$600.00	1.07	
615-1	Relocate Sewer Lateral	EA	\$950.00	1.21	
621-1	40" X 31" SRPA per Detail	LF	\$200.00	0.88	
621-2	36" Dia. TO 40" X 31" SRPA Transition Pipe	LF	\$225.00	0.89	
621-3	18" Dia. CSP per Detail	LF	\$100.00	0.88	
700	Asphalt Removal & Replacement	SF	\$92.00	1.00	Added w/TCC Unit Price
701	Potholing	LS	\$1,330.00	1.00	Added w/TCC Unit Price
704	Import	CY	\$23.00	1.00	Added w/TCC Unit Price

Miscellaneous Items

Item No.	Description	Unit	Unit Price	Multiplier	Notes
1	Riprap; D50 = 6", 9", 12", or 18" (0-10 CY)	CY	\$120.00	1.49	
2	Riprap; D50 = 6", 9", 12", or 18" (11-50 CY)	CY	\$105.00	1.13	
3	Riprap; D50 = 6", 9", 12", or 18" (51+ CY)	CY	\$91.00	1.10	
4	Grout Riprap (Grey or Sedona Red grout)	CY	\$100.00	4.00	
5	Shotcrete - Sedona Red (0-10 CY)	CY	\$395.00	1.14	
6	Shotcrete - Sedona Red (11-50 CY)	CY	\$365.00	1.14	
7	Shotcrete - Sedona Red (51+ CY)	CY	\$350.00	1.05	
8	Valley Gutter per MAG STD Detail 240 (5-20 LF) Sedona Red	LF	\$60.00	1.44	
9	Valley Gutter per MAG STD Detail 240 (21-200 LF) Sedona Red	LF	\$40.00	1.58	
10	Valley Gutter per MAG STD Detail 240 (201+ LF) Sedona Red	LF	\$35.00	1.66	
11	Curb & Gutter (MAG TYPE "A", 6") NEW (5-20 LF) Sedona Red	LF	\$60.00	1.59	
12	Curb & Gutter (MAG TYPE "A", 6") NEW (21-200 LF) Sedona Red	LF	\$35.00	1.55	
13	Curb & Gutter (MAG TYPE "A", 6") NEW (201+ LF) Sedona Red	LF	\$30.00	1.64	
14	Curb & Gutter (MAG TYPE "C") NEW (5-20 LF) Sedona Red	LF	\$60.00	1.59	
15	Curb & Gutter (MAG TYPE "C") NEW (21-200 LF) Sedona Red	LF	\$35.00	1.55	
16	Curb & Gutter (MAG TYPE "C") NEW (201+ LF) Sedona Red	LF	\$30.00	1.64	
17	Catch Basin (MAG TYPE "F") NEW	EA	\$3,500.00	1.88	
18	Emergency Call out	CrewHr	\$120.00	0.96	
19	Storm Clean-up	CrewHr	\$300.00	0.79	
20	Street Sweeping (Power Broom)	CrewHr	\$127.00	0.98	
21	Street Sweeping (Manual)	CrewHr	\$88.00	1.42	
22	Excavate Roadside drain	LF	\$5.00	4.20	
23	Grade/Shape Road, Ditch (exist)	LF	\$2.00	5.00	
24	Install CMP, 15" (Shallow Driveway Crossing)	LF	\$95.00	1.60	Comment Added
25	Install CMP, 18" (Shallow Driveway Crossing)	LF	\$100.00	1.57	Comment Added
26	Install CMP, 24" (Slurry Backfill)	LF	\$110.00	1.49	Comment Added
27	Traffic control, Work	CewrHr	\$150.00	1.04	
28	Traffic control, Emergency	CrewHr	\$200.00	0.94	
29	Transport of Equipment	HR	\$132.00	1.00	Added w/TCC Unit Price
30	Import - Select Fill	CY	\$30.00	1.00	Added w/TCC Unit Price
31	Export	CY	\$25.00	1.00	Added w/TCC Unit Price



CONSTRUCTION COMPANY INC.

**CLARIFICATIONS FOR CITY OF SEDONA DRAINAGE IMPROVEMENTS
PROJECTS MISCELLANEOUS ITEMS UNIT PRICE SHEET FOR FY 2016 – 2017**

#18 Emergency Call Out - Crew & Equipment

- One (1) Foreman with pick-up and hand tools
- One (1) Laborer
- One (1) 5 CY Dump Trailer

#19 Storm Clean Up - Crew & Equipment

- One (1) Foreman with Pick up and hand tools
- One (1) JD 310 Backhoe
- Two (2) Laborers
- One (1) Dump trailer

#21 Manual Sweeping (Manual) - Crew & Equipment

- One (1) Foreman with Pick-up and hand tools
- Two (2) Laborers

#27 Traffic Control, Work – Crew & Equipment

- One (1) Foreman with Pick-Up & hand tools
- Two (2) Flaggers with 2-way radios
- Vertical Panels with lights
- 18" Traffic Cones
- Temporary work zone signage

#28 Traffic Control, Emergency – Crew & Equipment

- One (1) Foreman with pick-up and hand tools
- Two (2) Flaggers with 2-way radios
- Twenty (20) 18" traffic cones
- Ten (10) Type I barricades with lights

MAIN OFFICE:
2800 N. 24TH STREET
PHOENIX, AZ 85008-1099
(602) 276-2414
FAX (602) 268-5180

MAIN OFFICE MAILING:
P.O. Box 97970
PHOENIX, AZ 85060-7970
ROC #071494 CLASS A

SEDONA OFFICE
75 KALLOF PLACE ~ STE 101
SEDONA, AZ 86336
PHONE (928) 204-9817
FAX (928) 204-0084

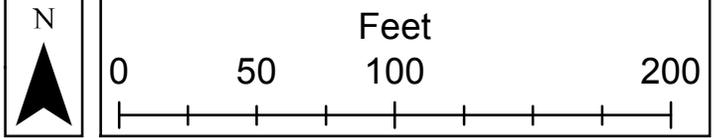
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LEGEND

 Coffee Pot Crossing Phase

 Parcels



Project Location Map
Coffee Pot Drainage Project
Coffee Pot Crossing Phase

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.

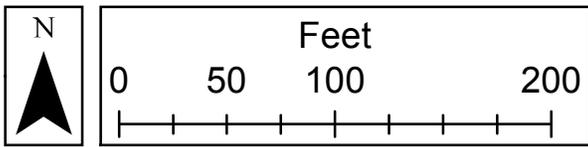
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LEGEND

-  Phase IV Channel Improvements
-  Parcels



Project Location Map
Brewer Road/Tlaquepaque Drainage Project
Phase IV - Channel Improvements

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.

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**CITY COUNCIL
AGENDA BILL**

**AB 2148
September 13, 2016
Consent Items**

Agenda Item: 3i

Proposed Action & Subject: Approval of a Special Event Liquor License for Canned Sedona and 2 Wine Festival Licenses for Alcantara, LLC and Javelina Leap Estate Vineyard for a fundraising event scheduled for Sunday, October 2, 2016, located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

Department	City Clerk
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	Liquor License Application is available for review and inspection in the City Clerk's Office.

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve Special Event Liquor License for Canned Sedona.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance <input checked="" type="checkbox"/> Approval

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for a Special Event Liquor License [A.R.S. § 4-203.02.A]. There is also a provision where Fair/Festival Licenses may be "stacked" with a Special Event Liquor License. A Fair/Festival license allows a licensed farm winery or craft distillery to serve products they produce at a festival, sanctioned county or state fair, or within the premises of a licensed special event. Liquor produced under the provisions of the farm winery or craft distillery license may be served for consumption on the fair/festival premises or "to-go" in the original, sealed container. This application requires state approval, and the approval of the local government where the special event and fair/festival will take place.

This agenda bill allows Council the opportunity to consider the Special Event License application of Canned Sedona and two Fair/Festival Liquor License applications associated with the fundraising event scheduled for Sunday, October 2, 2016, from 2:00 to 6:00 p.m. at Tlaquepaque, 336 State Route 179, Sedona, AZ. Alcantara, LLC and Javelina Leap Estate Vineyard have submitted applications to participate in this year's event.

Canned Sedona is a charitable organization who hosts an annual cooking competition inspired by a popular show on the Food Network. As part of the entrance fee, all guests coming to the event must bring a canned food item to donate. They must also purchase a ticket and designate one of four charities as the recipient of the proceeds. The charities change every year, and this year's selections are Angie's House, Red Rose Inspiration for Animals, Sedona Chamber Ballet, and Sedona/Verde Valley Pride.

The event is open to the public. Picture ID will be required to ensure that participants are over 21 years of age to purchase and consume alcohol. Consumption of alcohol will only take place in the barricaded area at Tlaquepaque. Volunteers will be present to ensure compliance with the licenses.

The overall event will be managed through the issuance of a Temporary Use Permit (TUP). Community Development, Finance, Parks & Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff requests that the City Council recommend that this application be approved.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Special Event Liquor License for Canned Sedona and 2 Wine Festival Licenses for Alcantara, LLC and Javelina Leap Estate Vineyard for a fundraising event scheduled for Sunday, October 2, 2016, from 2:00 to 6:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.

MOTION

I move to: approve a Special Event Liquor License for Canned Sedona and 2 Wine Festival Licenses for Alcantara, LLC and Javelina Leap Estate Vineyard for a fundraising event scheduled for Sunday, October 2, 2016, from 2:00 to 6:00 p.m. located at Tlaquepaque, 336 State Route 179, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2149
September 13, 2016
Consent Items**

Agenda Item: 3j

Proposed Action & Subject: Approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for an event scheduled for Saturday, October 22, 2016, located at Posse Grounds Park, 525 Posse Ground Road, Sedona, AZ.

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	
		\$ 0	
City Manager's Recommendation	Approve Special Event Liquor License for Rotary's October Fest.	Amount Budgeted	
		\$ 0	
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

The Rotary Club of Sedona Red Rocks has submitted an application for a Special Event Liquor License for a fundraising event scheduled for Saturday, October 22, 2016, from 3:00 to 9:00 p.m. at Posse Grounds Park located at 525 Posse Ground Road, Sedona. This event will be managed through the City's Temporary Use Permit (TUP) process. Consumption of alcoholic beverages will be monitored by Arizona Rangers.

Community Development, Finance, Parks & Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve the Rotary Club of Sedona Red Rocks has submitted an application for a Special Event Liquor License for a fundraising event scheduled for Saturday, October 22, 2016, from 3:00 to 9:00 p.m. at Posse Grounds Park located at 525 Posse Ground Road, Sedona.

MOTION

I move to: approve the Rotary Club of Sedona Red Rocks has submitted an application for a Special Event Liquor License for a fundraising event scheduled for Saturday, October 22, 2016, from 3:00 to 9:00 p.m. at Posse Grounds Park located at 525 Posse Ground Road, Sedona.



**CITY COUNCIL
AGENDA BILL**

**AB 2150
September 13, 2016
Consent Items**

Agenda Item: 3k
Proposed Action & Subject: Approval of a Special Event Liquor License for a Red Earth Theatre exhibition and live performance event scheduled for Friday, September 30, 2016, located at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ.

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager’s Recommendation	Approve a Special Events Liquor License for Red Earth Theatre for a September 30, 2016 event.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

Red Earth Theatre has submitted an application for a Special Event Liquor License for an exhibition and live performance event scheduled for Friday, September 30, 2016, from 6:00 to 10:00 p.m. at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ.

Attendees will enter through a controlled entrance to the event and those over 21 years of age will have their hands stamped so that they may purchase wine or beer. Consumption of alcoholic beverages, along with entrances and exits will be monitored by volunteers.

Community Development, Finance, Parks & Recreation, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Special Event Liquor License for a Red Earth Theatre exhibition and live performance event scheduled for Friday, September 30, 2016, from 6:00 to 10:00 p.m. located at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ.

MOTION

I move to: approve a Special Event Liquor License for a Red Earth Theatre exhibition and live performance event scheduled for Friday, September 30, 2016, from 6:00 to 10:00 p.m. located at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2152
September 13, 2016
Consent Items**

Agenda Item: 3I
Proposed Action & Subject: Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012).

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve a Remote Tasting Room License for Odyssey Cellars.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for Remote Tasting Rooms. The Remote Tasting Room (series 19) license application is first submitted to the City, and, upon approval from the City, the application then goes to the state. This is the only Arizona liquor application which is first approved by the local government.

The City has received an application for a new Series 19 Remote Tasting Room Liquor License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012). Odyssey Cellars, Inc. (Winery 1912 and Distillery) currently owns a Series 13 In-state Farm Winery License. The liquor license application is available for review and inspection in the City Clerk's office or by email.

Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D

3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18.

When tied to a Remote Tasting Room license, the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location. Farm Winery licensees may have two (2) remote tasting room licenses tied to their Master License. Craft Distillery licensees may have one (1) remote tasting room license tied to their Master License. Remote Tasting Rooms have on- and off-sale retail privileges. The licensee may serve liquor produced at the Master License premises for on- and off-sale consumption and for the purpose of sampling. The liquor sold at the remote tasting room must have all manufacturing taxes paid, must be produced/manufactured at the Master License location with this exception: A remote tasting room may sell products from other Master Licenses of the same series not to exceed 20 percent (20%) of total sales by volume.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections were noted regarding its approval; however, Community Development requested that the condition that the alcohol service be confined to the delineated area as shown on the diagram labeled "Outside Seating Area Winery 1912" be added. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012).

MOTION

I move to: approve a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012) with the condition that the alcohol service be confined to the delineated area as shown on the diagram labeled "Outside Seating Area Winery 1912".



**CITY COUNCIL
AGENDA BILL**

**AB 2153
September 13, 2016
Consent Items**

Agenda Item: 3m
Proposed Action & Subject: Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001).

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve Remote Tasting Room License for Odyssey Cellars.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for Remote Tasting Rooms. The Remote Tasting Room (series 19) license application is first submitted to the City, and, upon approval from the City, the application then goes to the state. This is the only Arizona liquor application which is first approved by the local government.

The City has received an application for a new Series 19 Remote Tasting Room Liquor License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001). Odyssey Cellars, Inc. (Winery 1912 and Distillery) currently owns a Series 18 In-state Craft Distiller License. The liquor license application is available for review and inspection in the City Clerk's office or by email.

Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D

3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18.

When tied to a Remote Tasting Room license, the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location. Farm Winery licensees may have two (2) remote tasting room licenses tied to their Master License. Craft Distillery licensees may have one (1) remote tasting room license tied to their Master License. Remote Tasting Rooms have on- and off-sale retail privileges. The licensee may serve liquor produced at the Master License premises for on- and off-sale consumption and for the purpose of sampling. The liquor sold at the remote tasting room must have all manufacturing taxes paid, must be produced/manufactured at the Master License location with this exception: A remote tasting room may sell products from other Master Licenses of the same series not to exceed 20 percent (20%) of total sales by volume.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections were noted regarding its approval; however, Community Development requested that the condition that the alcohol service be confined to the delineated area as shown on the diagram labeled "Outside Seating Area Winery 1912" be added. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001).

MOTION

I move to: approve a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001) with the condition that the alcohol service be confined to the delineated area as shown on the diagram labeled "Outside Seating Area Winery 1912".



**CITY COUNCIL
AGENDA BILL**

**AB 2154
September 13, 2016
Consent Items**

Agenda Item: 3n
Proposed Action & Subject: Approval of a Remote Tasting Room License for Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009).

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve Remote Tasting Room License for Javelina Leap Vineyards & Winery.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require the City of Sedona's governing body to approve or disapprove applications for Remote Tasting Rooms. The Remote Tasting Room (series 19) license application is first submitted to the City, and, upon approval from the City, the application then goes to the state. This is the only Arizona liquor application which is first approved by the local government.

The City has received an application for a new Series 19 Remote Tasting Room Liquor License for Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009). Javelina Leap Vineyards & Winery currently owns a Series 13 In-state Farm Winery License. The liquor license application is available for review and inspection in the City Clerk's office or by email.

Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D

3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18.

When tied to a Remote Tasting Room license, the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location. Farm Winery licensees may have two (2) remote tasting room licenses tied to their Master License. Craft Distillery licensees may have one (1) remote tasting room license tied to their Master License. Remote Tasting Rooms have on- and off-sale retail privileges. The licensee may serve liquor produced at the Master License premises for on- and off-sale consumption and for the purpose of sampling. The liquor sold at the remote tasting room must have all manufacturing taxes paid, must be produced/manufactured at the Master License location with this exception: A remote tasting room may sell products from other Master Licenses of the same series not to exceed 20 percent (20%) of total sales by volume.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Remote Tasting Room License for Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009).

MOTION

I move to: approve a Remote Tasting Room License Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009).



**CITY COUNCIL
AGENDA BILL**

**AB 2155
September 13, 2016
Consent Items**

Agenda Item: 3o
Proposed Action & Subject: Approval of an Extension of Premises/Patio Permit for Sedona Rouge, LLC/Reds located at 2250 W. SR 89A, Sedona, AZ (License #11133017).

Department	City Clerk's Office
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	Permit Application is available for review and inspection at the City Clerk's Office.

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve Extension of Premises/ Patio Permit for Sedona Rouge.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

Sedona Rouge, LLC/Reds has submitted an application for an Extension of Premises/Patio permit to include the exterior of their licensed premises applicable to their Series 11 Hotel/Motel Liquor License (License #11133017). In order for this additional space to be included in the approved Series 11 Liquor License, Sedona Rouge, LLC/Reds is required to submit and receive approval for an Extension of Premises/Patio permit. City Council is being asked to forward a recommendation for approval or denial for this application.

A Series 11 Liquor License is a non-transferable, on-sale retail privileges liquor license which allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time

by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

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

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve the Extension of Premises/Patio Permit for Sedona Rouge, LLC/Reds located at 2250 W. SR 89A, Sedona, AZ (License #11133017).

MOTION

I move to: approve the Extension of Premises/Patio Permit for Sedona Rouge, LLC/Reds located at 2250 W. SR 89A, Sedona, AZ (License #11133017).



**CITY COUNCIL
AGENDA BILL**

**AB 2158
September 13, 2016
Consent Items**

Agenda Item: 3p
Proposed Action & Subject: Approval of a Special Event Liquor License for the Sedona Chamber of Commerce for an event scheduled for Thursday, October 27, 2016, located at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ.

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

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Approve Special Event Liquor License for the Sedona Chamber of Commerce event on October 27, 2016.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

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

The Sedona Chamber of Commerce has submitted an application for a Special Event Liquor License for a networking mixer scheduled for Thursday, October 27, 2016, from 5:30 to 7:00 p.m. at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ.

Attendees will have age verified by professional bartenders serving the alcohol. Consumption of alcoholic beverages, along with the entrances and exits will be monitored by volunteers.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application and did not note any objections regarding its approval. Staff recommends that the City Council approve this application.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve a Special Event Liquor License application for a Sedona Chamber of Commerce networking mixer scheduled for Thursday, October 27, 2016, from 5:30 to 7:00 p.m. at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ.

MOTION

I move to: approve a Special Event Liquor License application for a Sedona Chamber of Commerce networking mixer scheduled for Thursday, October 27, 2016, from 5:30 to 7:00 p.m. at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ.



**CITY COUNCIL
AGENDA BILL**

**AB 2136
September 13, 2016
Consent Items**

Agenda Item: 3q
Proposed Action & Subject: Approval of a contract with Albert Holler & Associates to perform sales tax audits on behalf of the City and to update the City Tax Code.

Department	Financial Services
Time to Present	N/A
Total Time for Item	
Other Council Meetings	N/A
Exhibits	A. Contract for Professional Services

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required
		\$ 91,100 – first contract year
City Manager’s Recommendation	Approve contract with Albert Holler & Associates for sales tax audits.	Amount Budgeted
		\$ \$90,000 – sales tax audits
		Account No. 10-5222-88-6405 (Description) (General Fund, Professional Services)
		59-5222-04-6405 (Wastewater Fund, Professional Services)
		\$1,100 – update to City Tax Code
		10-5230-01-xxxx (General Fund, City Attorney budget)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The City has contracted with Albert Holler & Associates for its sales tax audits since fiscal year 2010-11. Each year, the audits have generated more revenue than the cost of the contract ranging from 1.6 times to 6.3 times greater.

The current contract with Albert Holler & Associates will be expiring on September 30, 2016. While we have been happy with the work performed by our current auditor, we felt it was appropriate to evaluate whether a new Request for Proposal (RFP) or alternative

procurement was warranted. The City Code does not require a bidding or proposal process for professional services; however, staff frequently chooses to issue RFPs to enhance the selection process.

Certified Sales Tax Auditors

As part of the changes with the transition of sales tax collections to the state, the Arizona Department of Revenue (ADOR) now requires sales tax auditors to complete their certification program. We contacted the League of Arizona Cities and Towns for information on any other firms of which they might be aware that have the necessary expertise and proper certification for sales tax audits.

The League representative has been in communication with ADOR and was able to provide only two other individual auditors who have received certification or have attempted to receive the required certification by ADOR. The first is a one-person operation; the other has only performed sales tax audits for one municipality, and there are concerns about their certification status. Our current auditor, Albert Holler & Associates, is the only one with multiple ADOR certified employees and currently provides services to more than 20 municipalities in Arizona.

City of Glendale RFP

The City of Glendale issued an RFP in May 2014 with cooperative use language. This language authorizes the City to “piggyback” on the Glendale RFP and contract. We have reviewed the Glendale RFP and contract and are satisfied that the qualifications and terms used to evaluate the bidders meet our needs for the City. Glendale awarded their contract to Albert Holler & Associates, who is also our recommended vendor.

Contract Price & Scope

Our plan is to continue the scope of approximately 15-20 audits performed per year. Albert Holler & Associates has agreed to provide these services at a cost of \$90,000 per year including all travel expenses. The sales tax audit cost was included in the adoption of the budget.

Update of City Tax Code

Albert Holler & Associates also offers a service for the update of city tax codes. The City’s tax code has not been updated since 2011. Albert Holler & Associates has agreed to provide this service at a cost of \$1,100. The updates will include ordinances, resolutions, explanations of changes, and the final write-up of the new code, as well as changes to the language from self-collecting to ADOR collection.

This was not planned in the original adoption of the budget, but there will be sufficient budget capacity in the City Attorney’s Office budget to cover this expenditure.

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): (1) Not award sales tax audit contract or (2) pursue proposals from other certified sales tax auditors.

MOTION

I move to: approve the contract between the City of Sedona and Albert Holler & Associates for the performance sales tax audits for an annual cost of \$90,000 for three years, with the option to renew for two additional one-year terms, and an update to the City Tax Code subject to approval by the City Attorney.

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

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

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
 - B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of \$90,000 per year for the sales tax audits and \$1,100 for the tax code updates. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
 - C. The term of this contract shall commence on October 1, 2016 and shall continue for a period of three (3) years from the date of the award. The CITY has the option, in the CITY'S sole discretion to renew the contract for two (2) additional one year periods. If the contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the CITY for a period of thirty-one (31) days.
 - D. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
 3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
 4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.

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

2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

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

- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all

documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.

11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.
13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

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

Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. DISPUTE RESOLUTION. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. DELAYS. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline

established as part of the scope of work shall be extended accordingly.

21. ATTORNEYS' FEES AND COSTS. Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Albert Holler & Associates
Attn: Albert Holler
18521 E. Queen Creek Rd 105-425
Queen Creek, AZ 85142
24. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT

By: _____

Title: _____

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

EXHIBIT/S

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.

Exhibit A

Scope of Services – City of Sedona

Sales Tax Audits

1. Audit 15-20 businesses and provide a detailed audit file with appropriate documentation. Audits are prioritized by assessment and collections potential and statute of limitation requirements. Audits will be conducted in the field and reviewed with taxpayer and/or taxpayer's designated representative such as accountant or attorney prior to issuing assessment.
2. Selection of businesses to be audited should be based on one or more of the following selection methods:
 - a. A review of tax reporting and payment history.
 - b. A review of property ownership.
 - c. A review of development or business activities by the taxpayer
 - d. A pattern of reports of under charging or not reporting sales or taxes collected.
 - e. When appropriate canvassing or visitation to local businesses within the City, to observe tax collection practices and procedures.
3. Timely preparation of all letters, correspondence, and notices including intent to audit letter, assessment, adjusted assessments (if appropriate), 10-day final notice and preparation of tax lien for audits allowed to be performed and processed internally by the Arizona Department of Revenue (ADOR).
4. Preparation of assessments or adjusted assessments will include calculation of any applicable penalties and interest. Upon request, Consultant will provide the City with current updated interest and penalty calculations.
5. Provide professional tax advice to the City on an as needed or requested basis.
6. Represent the City at ADOR meetings and at other similar state or regional meetings as requested and deemed appropriate by the City.
7. Monitor legal and legislative changes to tax law that may impact the City's tax collection program. Make regular and timely reports to City staff of any such developments or trends. Provide guidance and advice in such matters.
8. Represent the City during any formal tax related hearing or proceeding. Prepare all necessary briefs and other documentation to defend or support the City's position in response to a taxpayer challenge or protest.
9. Process audits and review through the ADOR system and follow the practices and procedures required by the ADOR.

Update to Tax Code

1. Update the City Tax Code from the 2011 version to current, which includes ordinances, resolutions, explanations of changes, and final write-up of new code. Changes to the tax code will include changing the language from self-collecting to ADOR collection.

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**CITY COUNCIL
AGENDA BILL**

**AB 2156
September 13, 2016
Appointments**

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding the appointment of a member to the Public Safety Personnel Retirement System Local Board.

Department	City Clerk
Time to Present	2 minutes
Total Time for Item	5 minutes
Other Council Meetings	N/A
Exhibits	A. Application

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Appoint Kenneth Jepson to the PSPRS Local Board.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: The Public Safety Personnel Retirement System (PSPRS) Local Board advertised seeking applicants to fill one (1) open seat on the Board with application deadline of June 16, 2016. The Clerk's office received one (1) application to fill the vacancy created by the resignation of Bill Blanchard.

The Selection Committee made up of Mayor Sandy Moriarty and Vice Mayor John Martinez interviewed the applicant on August 4, 2016. The Selection Committee unanimously recommended appointing Kenneth Jepson, to the PSPRS Local Board.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Council may request that the vacancy be reposted.

MOTION

I move to: appoint Kenneth Jepson to a seat on the Public Safety Personnel Retirement System Local Board with a term beginning immediately and ending April 26, 2019 or until a successor is appointed, whichever is later.



PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD APPLICATION

Thank you for your interest in serving on the City of Sedona Public Safety Personnel Retirement System Local Board

Before You Begin. Please read the following instructions carefully before filling out your application – type or print clearly in ink only. A resume is not required, but you are encouraged to submit one. However, you must complete all questions and furnish all requested information. If an item does not apply to you, or if there is no information to be given write in the letters "NA" for "Not Applicable". Return your completed application to the City Clerk's Office at 102 Roadrunner Drive. Applications will be forwarded to the Mayor and City Council for evaluation and appointment.

All information submitted in this application is public information and subject to disclosure in response to a public records request.

YOUR NAME: KENNETH JERSON

ADDRESS: [Redacted] SEDONA AZ 86336
Street Address (No P.O. Boxes) (City) (State) (Zip)

MAILING ADDRESS (if different): _____

PHONE: Home [Redacted] Work: _____ Message Phone [Redacted]

E-MAIL ADDRESS: [Redacted]

Do you live within the incorporated boundaries of the City of Sedona? Yes No If so, for how many years? 13

If you live outside the incorporated boundaries of the City of Sedona, are you employed, own a business or have substantial ties (e.g. own property) within the incorporated boundaries of the City of Sedona? Yes No If so, please explain.

Have you previously been appointed to any position by the City of Sedona? Yes No If so, what and for what length of term? Personnel Board 8 years & Water Conservation 6 months

In answering the following questions, if more space is required, please attach a separate sheet of paper.

RECEIVED

JUN 08 2016

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

See attached resume.

What skills do you feel you possess that would enable you to help to achieve consensus on issues?

My career has not only entailed proficiency in the technical aspects of computer systems, but also dealing with every level of employee from the General Manager through union employees, and union representatives.

I have negotiated union contracts as a manager for the District, and sat on the other side of the table representing the Professional and Manager Association in our contracts with the District.

What are your perceptions of the duties, responsibilities, and role of the PSPRS Local Board?

To administer the pension system for the Sedona Police Department, make decisions regarding police officer membership in the Retirement System, approve officer retirements, service purchase requests and disability requests. Follow the ARS rules of the PSPRS system.

What experience and special skills would you bring that would demonstrate an understanding of law enforcement retirement issues?

As a Sedona Police volunteer for 10 years, I have become aware of disability cases, and some problems the officer had. As a manager I counseled employees on their rights under the California Public Employee Retirement System, with the intent that they receive the maximum benefits available to them.

If appointed to the PSPRS Local Board, are you willing to serve the full term of the appointment (4 years)?

Thank you for your interest to serve on the PSPRS Local Board. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 928-282-3113. For questions about the board, please contact Human Resources at 928-203-5038.

**Public Safety Personnel Retirement System
Background Information for
Kenneth Jepson**

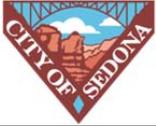
I am retired from the Bay Area Rapid District. BART is a multi-county public transportation agency.

As the Data Center manager, I had responsibility for both hourly and salaried employees. Our mission was to provide computing services to other departments. I was also on the team that negotiated contracts with the employee unions.

I was also the Vice President of the Supervisory and Professional Association, wherein I was on the team that negotiated terms of Association contracts with the District. I worked with our members, and various other department managers, in resolving personnel issues that arose. As a manager, and at the same time, an officer in the employee association, I sat on both sides of the table in dealing with employee discipline.

I served three years as a member of the Water Department Advisory Board, reporting to the City Council of the City of Pleasant Hill, CA. This Board advised the City Council on such matters as setting water service rates, and general guidelines for the operation of the Water Department.

While living in Sedona, I have volunteered with the Personnel Board, Water Conservation Advisory Board, Food Bank, Canyon Moon Theatre, Chamber of Commerce Visitor Center, and the Police Department.



**CITY COUNCIL
AGENDA BILL**

**AB 2131
September 13, 2016
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible direction regarding Docket E-01345A-16-0036, the rate case filed with the Arizona Corporation Commission by Arizona Public Service on June 1, 2016.

Department	Legal
Time to Present	30 Minutes
Total Time for Item	90 Minutes
Other Council Meetings	June 28, 2016
Exhibits	A. APS Rate Review Executive Summary B. Technology Coordinators, LLC Presentation

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required	\$ 0
City Manager's Recommendation	Discuss the APS rate case and give staff direction concerning next steps.	Amount Budgeted	\$ 0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: Arizona Public Service (APS) has filed a rate case with the Arizona Corporation Commission (Commission) which addresses both demand charges for residential customers and the net metering program for rooftop solar customers.

APS wants the Commission to approve a new rate structure with three demand charge rates — R-1, R-2, and R-3. The new rates would include the higher fixed charges, lower volumetric rates, and the demand charge. In Docket E-01345A-16-0036, APS is seeking changes to residential customers' rates, shifting nearly all of them to one of three demand charge options, accompanied by a lower per-kWh volumetric charge. Under the rate plan, net metering credits for rooftop solar would fall from the retail rate, presently \$0.128/kWh, to an avoided cost rate of \$0.0299/kWh. Customers who have already installed rooftop solar and those who install before July 1, 2017, would be "grandfathered" and allowed to keep the retail rate credit for the full life of their solar arrays.¹ The rate case also proposes implementing news fees meant to recover costs associated with manual meter reading for those who have opted out of smart meters.

¹ Source: [Top Utility Storage Weekly Newsletter](#), June 7, 2016.

The City of Sedona had previously intervened in rate case E-01345A-13-0069 which related to the potential “Opt-Out Service Schedule” for the implementation of the APS Smart Metering program. In that intervention, several groups of APS customers, including the City of Sedona, raised concerns about the health effects of smart meters. An opt-out tariff was approved by the Commission on December 18, 2014. However, following applications for rehearing, the Commission rescinded its previous decision and deferred any final decision on the opt-out tariff until “the full spectrum of information that is included in a general rate case” could be considered.

The Commission, therefore, has effectively consolidated the opt-out issue related to smart metering with the latest rate case regarding demand charges and net metering. By virtue of the City of Sedona’s intervention in the opt-out tariff case, the City is automatically considered an intervenor as a carry-forward into the new demand rate/net metering case.

Discussion on this matter is intended to elicit direction from Council on what, if any, role the City of Sedona may take in the rate case, either directly or indirectly. Any decision on further intervention needs to be made in early October at the latest as the deadline to file an amended intervention regarding the demand rates and net metering issues is November 10, 2016.

Key Questions:

- Does Council have concerns about the proposed rate case?
- Does Council want to pursue citizen input on this matter?
- If Council does have concerns, how should they be addressed?

Community Plan Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: for discussion and possible direction only.



APS 2016 Rate Review Executive Summary

BRIDGE TO THE FUTURE

Summary of Rate Review Filing

Financial	Rate Design (see appendix)
5.74% average customer bill increase (see below)	3 p.m. – 8 p.m. Monday through Friday on-peak hours, excluding holidays
8.13% weighted average cost of capital (includes a 10.5% return on equity)	Three-part (demand) rates for most residential and small commercial customers
1% return on fair value increment	Grandfather existing solar customers
\$6.8 billion ACC adjusted rate base, including 18 months of post-Test Year plant	Economic development rate
Base fuel rate of 2.9882 ¢/kWh	Extra-high load factor rate

Adjustors	Other
PSA: Include environmental chemical costs, cost of water to supply our generation plants, and contracts with third-party suppliers of electrical storage (batteries)	Ocotillo Modernization Project: Cost deferral from date of commercial operation in 2018 and 2019 to the effective date of rates in next rate case
LFCR: Update to improve the recovery of lost fixed costs associated with energy efficiency and distributed generation	SCR installation at Four Corners: Cost deferral from the time of installation to incorporation of the SCR costs in rates using a step increase requested to be effective by January 1, 2019
EIS: Increase cap to \$10 million year over year	Arizona Property tax deferral for any changes in the Arizona property tax rate until the next rate case
TCA: Add balancing account	AMI opt-out: fee \$70 one-time set-up fee; \$15 per month meter-reading fee

Overview of Rate Increase (\$ in Millions)		
Total stated base rate increase (inclusive of existing adjustor transfers)	\$433.434	15.00%
Less: Transfer to base rates of various adjustors already in effect	\$267.551	9.26%
Net customer bill impact	\$165.883	5.74%

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Introduction

In 2016, APS celebrated 130 years of providing its customers safe, reliable and low-cost electricity. Our proud commitment to quality and service has helped power Arizona through more than a century of change and we look forward to the opportunities and growth for the state and our customers that lie ahead.

The 2016 rate review is the first rate review in five years. Much has changed in the world and in energy since 2011. From the development of low-cost natural gas through fracking to the explosive growth of rooftop solar, little, in fact, remains unchanged. To adapt to this changing landscape, APS has made and continues to make strategic investments that make our operations more efficient and enable customer choice.

Building on the foundation established in previous rate reviews, the investments and proposals discussed in this rate review provide a clear and compelling vision of the future. In many respects, this case serves as a transition from the challenges of the present to the opportunities of the future—it is a bridge to the future for APS and its customers.

The pace of change is accelerating in many aspects of our lives and the generation and delivery of energy is certainly no exception. Customers are increasingly utilizing new technologies to better control their use of energy. Sending the right price signals will help customers make informed decisions about the types of technology that will lower costs for everyone.

New rate designs are necessary to ensure that the price a customer pays more accurately reflects the way that customer uses the electric grid. A modernized pricing structure will allow APS to continue investing in our communities and updating infrastructure to maintain reliability, support emerging technologies, and create a cleaner energy for our customers and Arizona.

That is why APS's 2016 Rate Case is so important to the company and our customers. Our proposals in this case are based on four core values—the pursuit of clean energy, customer choice, innovation, and sustainability. This includes continuing our transition to clean generation sources, modernizing our energy infrastructure, and utilizing innovative technologies like solar, energy storage, and smart thermostats. Building on these values connects today's accomplishments with tomorrow needs; it builds a bridge to the future.

Framing the Issue

Rate design modernization and reform, especially for residential customers, is not just important, it is critical. Adding a third billing element, called demand, in addition to making the basic service charge itself more cost-based, will reduce intra-class subsidies, better reflect the cost of service, and provide incentives for the deployment of new customer technologies.

The total cost shift to non-solar customers already totals **\$42.7 million** and is growing rapidly. It is especially notable that this subsidy already exceeds the total annual subsidy currently provided to limited income customers.

Making progress on the rooftop solar cross-subsidization issue is critical in this proceeding. In just the time it takes to process this case, that number will grow approximately \$20.1 million assuming the current pace of installations continues. Although APS has not requested recovery of those incremental costs in this case, we reserve the right to revise our request to include those costs if installations continue at such a rapid pace.

If no progress is made in this case and the issue is deferred until APS’s next case (assuming that case is 3 years after this case), the total annual cost shift will have ballooned to **\$102.9 million per year**. The following table summarizes the annual and nominal 20 year cost shift.

Cost Shift Summary	
Cost shift for installations through 12/31/2015	\$42.7 million/yr
Additional cost shift through 7/1/2017	\$20.1 million/yr
Additional cost shift from 7/1/2017 to 7/1/2020	\$40.1 million/yr
Nominal incremental value of 20 year cost shift	\$740,000/day
Nominal total value of 20 year cost shift through 7/1/2017	\$1 billion

All of these cost shift numbers are specifically related to net energy metering and are in addition to the over \$800 million in cash incentive committed or already paid to rooftop solar customers.

Daniel Froetscher

APS Senior Vice President, Transmission, Distribution and Customer Service

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Froetscher's direct testimony introduces APS, and the role the Company plays in Arizona's communities. He describes the core principles driving APS, and the context behind this rate Application. His testimony concludes with a high-level discussion of what APS seeks with this filing, and how the requested relief will help APS build a bridge to the future of clean, sustainable energy in Arizona.

Direct Testimony Key Points

- Mr. Froetscher's direct testimony begins by describing the large number of significant changes occurring within the electric industry. Despite pressures imposed by these myriad changes, APS remains optimistic and committed to its core principles of safe, reliable, and affordable electricity for its customers while focusing on a sustainable energy future.
- APS has experienced slow retail sales growth over the past five years since its last rate case. Slow growth coupled with outdated volumetric rate design has complicated the recovery of fixed costs needed to maintain the grid and fulfill APS's responsibilities to its customers. Nevertheless, APS has a sustained responsibility to continue supplying customers with reliable electric service at a reasonable cost. The proposals set forth in this rate Application are designed to ensure that APS can continue fulfilling its core responsibilities even as the industry transformation continues.
- APS has aggressively managed costs since its last rate case through the hard work of its employees and the thoughtful application of a rigorous cost management framework.
- Each component of this rate Application feeds into and is critical to achieving three overarching outcomes:
 - 1 APS needs to be financially healthy and stable to continue supplying reliable power at reasonable prices. This includes the approval of new rates that reflect APS's costs, and to reflect the investments APS has made on behalf of its customers since its last rate case.
 - 2 APS requires a reasonable return on its invested capital to continue investing in the grid that makes clean energy a reality. A reasonable return can send a positive message to investors that Arizona is a good state in which to invest capital.
 - 3 The design of APS's rates must be modernized to achieve a sustainable path forward for all types of clean energy and developing technologies. The current structure of cross subsidies does not promote the cost-effective development of distributed technologies, and raises serious questions about equity among customers.
- APS's vision for the future of energy in Arizona is rooted in four areas: clean energy, sustainability, innovation, and technological options for customers. APS envisions a flexible, dynamic distribution platform—a next-generation grid that enables technological solutions and options

for customers and encourages distributed technologies and effective demand-side management.

- APS is pursuing a long-term business strategy that supports the adoption of cost-effective renewable energy by APS and its customers. Achieving this outcome will require upgrading physical facilities, refining operational practices, and modernizing regulatory policies. Specifically, sustainable clean energy requires:
 - A flexible grid that can react to changing and often unpredictable conditions.
 - An infrastructure that readily integrates the unpredictable deployment and operating characteristics of distributed technologies.
 - A focus on cost-based pricing to encourage, rather than discourage, new technologies.

- Approval of APS's rate Application is critical for the Company to accomplish its pursuit of clean energy, customer choice, innovation, and sustainability—all of which are essential to building a bridge to the future for Arizona.

With this Application, APS is asking the Commission to support its vision of a sustainable environment for clean energy, new technologies, and customer options. This support entails approval of new rates that permit healthy and stable financial strength, a reasonable return on investments made for the benefit of APS customers, and modernized regulatory policies and rate structures that incentivize all forms of technology and produce equitable results for APS's entire customer base.

Barbara D. Lockwood
APS Vice President of Regulation

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

In her direct testimony Ms. Lockwood discusses the challenges and opportunities that APS experienced in the five years since its last general rate case, as well as the environment APS and the Commission will face in the next five years and beyond.

She also provides an overview of the Company’s rate request, including the initial steps of rate modernization, and shows how this is essential for APS to meet its long-term goal of providing a sustainable energy future for its customers and the state as a whole.

Direct Testimony Key Points

- APS is requesting a net increase of \$165.9 million in base rates, or 5.74% on average. Ms. Lockwood terms the request a “net increase” because APS is seeking to “zero out” or significantly reduce several current rate adjuster mechanisms and surcharges by folding these costs, already born by APS customers, into base rates. The average annual bill impact for a typical APS residential customer would be \$11.09 per month, or 7.96%. General Service customers will see lower percentage increases in their bills. It is also important to note that APS is seeking a second or “step” increase in rates for 2019 to reflect the completion and integration into rates of the Company’s investment in selective catalytic reduction (SCR) equipment for Four Corners.
- Residential rates are proposed to increase more than the overall average increase due in large part to absorbing “grandfathered” Net Energy

Metering (NEM) customers and the resultant \$27.3 million in cost shift to other residential customers since the Company’s last rate case.

- APS is also requesting a 10.5% return on equity as supported by witness Dr. Bente Villadsen, resulting in an 8.13% weighted average cost of capital when combined with APS’s embedded cost of debt of 5.13% at the end of the test year. APS’s proposed 5.84% return on fair value rate base includes a 1% return on the Fair Value Increment of such rate base.
- The first SCR at Four Corners will be placed in service in late 2017 and the second in early 2018. APS’s share of this investment is approximately \$400 million of direct construction costs. APS is requesting a cost deferral order from the time of installation to incorporation of the SCR costs in rates and a step increase in rates. APS estimates this will require an additional approximately 2% across-the-board increase in rates beginning in 2019, or approximately \$3.00 per month for a typical APS residential customer.
- APS does not seek rate recovery of the Ocotillo Modernization Project (OMP) in this proceeding. Rather, the Company asks for an accounting order running from the date of commercial operation of the OMP in 2018 and 2019 to the effective date of rates in APS’s next rate case.
- Although APS continues to believe that full per-customer revenue decoupling is a superior and more comprehensive answer to fluctuations in sales and thus cost recovery, APS will instead propose changes to the LFCR to make it more

effective in recovering unrecovered fixed costs attributable to rooftop solar and energy efficiency. These include:

- Inclusion of fixed costs attributable to generation not otherwise recovered through production-related demand charges;
 - Inclusion of regulatory asset costs (the ultimate example of a fixed cost); and,
 - Elimination of transmission costs now included in base rates if the Commission accepts the Company's proposal to add a balancing account feature to the TCA.
- APS is also requesting a modest expansion of the environmental improvement surcharge (EIS) from the current effective cap of \$5 million to an annual year-over-year cap of \$10 million. Improvements to the power supply adjustor (PSA) and the transmission cost adjustor (TCA) are likewise requested in this Application as is the continued deferral of increases in Arizona property taxes beyond the levels allowed in rates by the Commission in this proceeding.
 - A critical part of the Company's rate proposal is a gradual modernization of its residential and extra small commercial rate plans. These new rate proposals will make substantial progress on the recovery of fixed costs and meeting system demand, as well as address the specific subsidization of rooftop solar customers who, based on the cost of service study sponsored by witness Leland Snook, are currently only paying approximately 38% of the cost to provide them service.

- APS will expand its limited income support from \$35.6 million during the Test Year to approximately \$48 million and provide an alternative metering program for residential customers opposed to AMI meters.
- APS proposes to eliminate the alternative generation, or AG-1, option for large commercial and industrial customers. At the same time, APS wants to offer new rate options for these types of customers, including a high load factor rate, an aggregation rate and an economic development Rate Rider. Other general service rates will have very few changes because the Company believes they are already properly structured and reflect the cost of service.

For APS, this case represents a critical milestone in our effort to shape the next-generation power grid for our customers. The Company takes pride in its leadership in solar energy, rate reform and energy efficiency, all having delivered significant benefits to our customers. We seek to continue innovating, to continue taking the industry forward, and to continue making our state a great place to live. To do all of that, we're proposing changes that benefit APS customers and the Company, and, if approved, they will serve as a bridge to the future for Arizona, its residents and the entire region.

John R. Lucas

APS General Manager of Generation Engineering and Projects

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

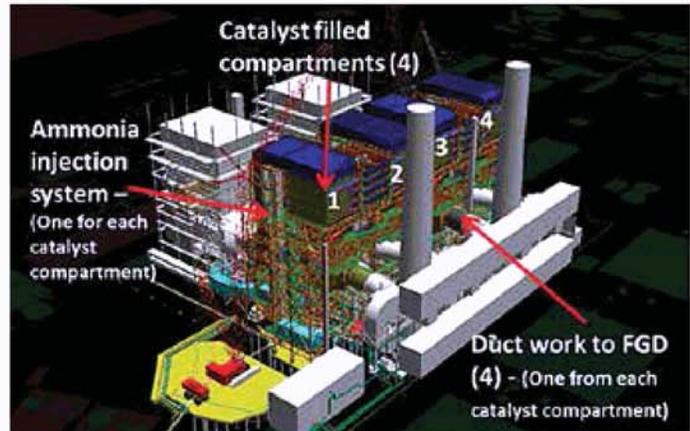
Direct Testimony Overview

Mr. Lucas' direct testimony provides a general overview of APS's Fossil Generation business unit, and provides a high-level picture of what is required to safely and reliably generate electricity at the Company's fossil-fueled power plants. Specifically, he discusses:

- The Selective Catalytic Reduction (SCR) project at Four Corners;
- Projects completed in the 2015 Test Year and planned through June 30, 2017; and,
- Fossil Generation's contribution to the Company's post-Test Year Plant Adjustment, which adds \$160.6 million to gross utility plant in service.

Direct Testimony Key Points

- APS has been focused on actions needed to comply with the standards for the Clean Air Act:
 - Mercury and Air Toxics Standards for Utilities
 - Regional Haze Regulations
 - Reasonably Available Control Technology
 - New Source Performance Standards and New Source Review
- In alignment with the EPA's Federal Implementation Plan and the Consent Decree issued June 24, 2015 for Four Corners Power Plant Units 4 and 5, APS must install SCR technology to reduce the NOx emissions and replace sections of the Flue Gas Desulfurization (FGD) systems to meet SO2 emissions removal standards.



- APS began the SCR project in early 2014. Its share of the SCR project is estimated at \$400 million, and an estimated \$35 million is to upgrade the condition of the FGD. The SCR must be operational at Four Corners for one of the units by March 31, 2018 and for the remaining unit by July 31, 2018.
- Project expenditures in 2015 that ensure compliance with environmental regulations totaled \$41 million.
- Two of the main environmental projects being completed in the post-Test Year Plant period include:
 - Overhaul of Four Corners Units 4 and 5 absorber modules to meet 95% SO2 removal and reduce moisture carry-over to the steam stack. The scope of these projects is estimated to cost more than \$20 million.
 - Installation of an activated carbon injection system to reduce mercury emissions on Cholla Units 1 and 3. The scope of these projects is estimated to cost \$6.7 million.

John J. Cadogan, Jr.
APS Vice President of Nuclear Engineering

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Cadogan's direct testimony begins with a description of Palo Verde Nuclear Generating Station, including a discussion of some of the unique aspects of nuclear power and, in particular, Palo Verde's Water Reclamation Facility that supplies cooling tower makeup water to the station. Next he describes Palo Verde's budgeting and cost management practices for both capital and Operations and Management (O&M), followed by a general summary of those capital projects will be placed in service during the post-Test Year period January 1, 2016, through June 30, 2017. Finally, he briefly summarizes the impact that rigorous cost oversight and management have had on Palo Verde non-fuel O&M costs.

Direct Testimony Key Points

- APS is seeking \$278.6 million in rate base additions for Palo Verde through the end of the 2015 Test Year. Each of these additions will enhance the reliability, safety or efficiency of Palo Verde's operations.
- Palo Verde expects to add approximately \$124 million of plant by June 30, 2017. These additions contribute to the Company's overall proposed post-Test Year Plant adjustment.

As with the \$278.6 million referenced above, the following five projects, which total \$50 million, will enhance the reliability, safety or efficiency of Palo Verde's operations:

- 1** Improving administrative procedures governing Palo Verde.
 - 2** Adding a seventh clarifier train to the Water Reclamation Facility to allow for extended outages to repair and refurbish the six original clarifier trains.
 - 3** Repairing concrete in the Unit 1 ultimate heat sink or spray pond.
 - 4** Replacing the originally installed Unit 3 main generator excitation system.
 - 5** Refurbishing Water Reclamation Facility clarifiers.
- The amount of non-fuel, unadjusted total O&M for the Test Year was \$635.7 million. The APS share of this was approximately 29.1%.
 - O&M costs during the Test Year compare favorably to the five-year average from 2010 to 2014. Rigorous cost controls and management oversight have kept the increase over the five-year average to below 2%.

Jacob Tetlow

APS General Manager, Transmission and Distribution Operations and Maintenance

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Tetlow's direct testimony describes the Company's ongoing commitment to operate and maintain the Transmission and Distribution (T&D) system in a cost-effective and sustainable manner. He further explains that the infrastructure replacement and upgrade projects that incorporate the latest available technologies will strengthen APS's ability to reliably serve its customers. Lastly, he outlines the Company's planned capital expenditures within the T&D organization that are included in the 18-month post-Test Year plant pro forma.

Direct Testimony Key Points

- Project Illuminate is a major initiative that will enhance system reliability by allowing distribution system operators to remotely monitor and control the system and its associated devices, and will provide greater situational awareness of the system in real time. The cornerstone of the project is the Advanced Distribution Management System (ADMS) that will allow for automation of distribution field devices and significantly enhanced visibility into APS's system.
- APS is proposing that approximately \$470 million in Total Company capital expenditures be included in the Company's post-Test Year plant pro forma adjustment for distribution, information technology, and facilities projects.
- Of the \$470 million in capital expenditures, \$46.5 million is directly related to installation of ADMS system components. During the post-Test Year period, APS will install supervisory control and data acquisition (SCADA) devices, communications facilities, and Distribution Management System and Outage Management System software applications associated with ADMS.
- The majority of the distribution system capital expenditures, some \$164.7 million, will be necessary to meet expected growth in the Company's service territory. New customers require new distribution feeders, substations, capacitors, regulators, meters, and other equipment necessary to ensure the Company fulfills its obligation to serve and supports the energy needs of these customers.
- The proposed information technology and facilities capital expenditures for projects that will be in service through June 30, 2017, total \$200 million.
- Beyond ADMS system components, the largest expenditure in this category during the post-Test Year period will be approximately \$25.7 million related to the implementation of Energy Imbalance Market (EIM) protocols and software. The EIM is a sub-hourly real-time energy market that will expand the Company's ability to efficiently dispatch its generating resources, and will provide additional tools to manage the impact of rooftop solar intermittency on the APS system.

Stacy L. Derstine

APS Vice President of Customer Service and Chief Customer Officer

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Ms. Derstine's direct testimony discusses the key Customer Service initiatives during the Test Year and post-Test Year period through June 30, 2017, including the Company's deployment of the new customer information and billing system (New CIS), technology upgrades and enhancements that make it more convenient and efficient for customers to do business with APS, and changes to the limited income program. Also, she will discuss the Company's current and future plans to inform and educate customers about three-part rates and its plan regarding the transition of customers to three-part rates.

Direct Testimony Key Points

- APS has upgraded the notification features of aps.com. Customers can now log on to aps.com and elect to receive notifications regarding outages, kW and kWh usage amounts and bill amounts and via text, phone or email. The notifications are customizable and customers can elect what alerts they want to receive, as well as how and when they want to receive them.
- APS is working on the deployment of short, customized videos that can be sent to customers via email periodically or after a triggering event. The videos could also be used to explain bill and payment options and educate customers regarding energy efficiency, renewable energy and three-part rates.

3 ways to save during on-peak hours Weekdays, 3-8 pm

The infographic consists of three overlapping circles. The left circle is orange and features a clock icon. The middle circle is blue and features icons of a dishwasher, a washing machine, a dryer, and a water heater. The right circle is green and features a compact fluorescent light bulb icon.

shift
from on-peak to off-peak

For example, set your dishwasher to run on a delay cycle, run your pool pump at night or do your laundry on the weekend

stagger

Avoid running large appliances at the same time during on-peak hours. For example, instead of using the oven and doing laundry at the same time, stagger use of one after the other to save.

save
with tips and tools

Remember to turn off appliances and lights when not in use. Replace lights with energy-saving LEDs. For more tips, visit aps.com

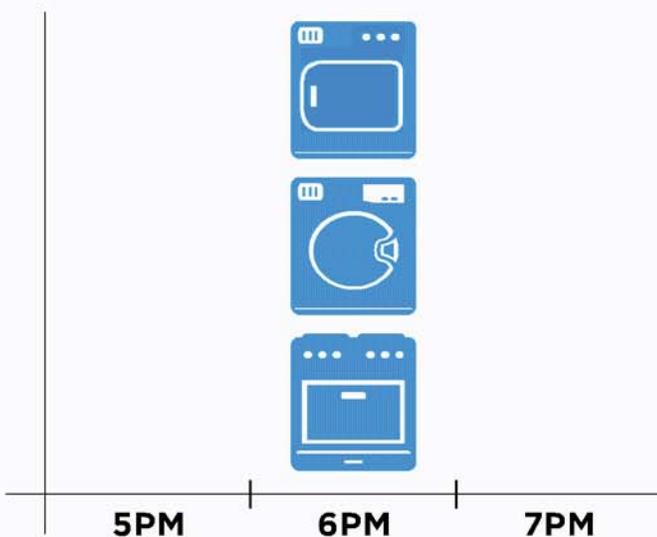
Off-peak hours Weekdays, 8 pm - 3 pm and weekends, 24/7 No On-Peak, No Peak Usage

- Most customers are not interested in knowing the technical definition of a kilowatt or kilowatt hour. They simply want APS to help them understand what they need to know to manage their energy, which helps them manage their energy costs. To help customers save money on a demand rate APS's message is simple: "Shift, Stagger and Save." (see sample message on previous page)
- Most customers already understand that it often makes sense to "shift" to off-peak times when they do their laundry, run their dishwasher or run their pool pump. What's new for customers with a demand rate is learning to "stagger" those high-energy use activities that a customer cannot shift to off-peak times or chooses to not shift to off-peak times. For example, a customer could stagger using the oven to make dinner with running the dishwasher or doing laundry. (see sample scenarios below)
- APS is using multiple channels to get information to customers about demand rates. The "Saving Money is Easy" brochure and other printed materials about demand and demand rates are available on aps.com and the azenergyfuture.com websites. Printed materials are also available in

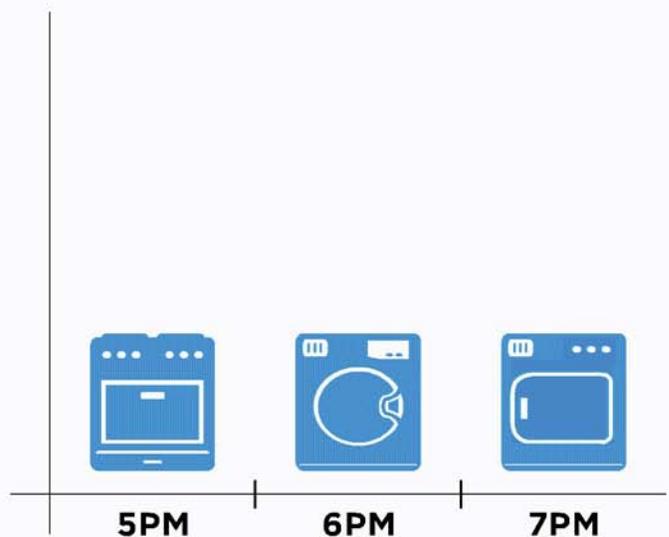
APS offices and field personnel carry copies in their trucks, so they can share this information with customers who happen to ask them.

- APS is also conducting community outreach with stakeholders and community leaders to discuss its rate case as well as the proposed demand rates. In addition, APS has pulled together a Community Outreach team to present at town halls, Rotary clubs, homeowner associations, chambers of commerce and other organizations throughout the community. This outreach began prior to filing this rate case and will continue before any customer transitions to a new rate.
- APS needs a New CIS system that can meet the changing technology needs of its customers and the business.
- The New CIS will also allow for a tailored customer experience. This includes customized communications, customized website visits and overall enablement giving the customer a more relevant and better experience. What's more, the New CIS will improve operational efficiencies and allow APS to implement more advanced billing structures that promote energy technologies customers want.

STACKED USAGE



STAGGERED USAGE



- The New CIS system is expected to have a total cost of approximately \$120 million.
- APS will implement an education plan regarding changes to its service plans and will work with customers to refine its messaging. This targeted campaign will include bill inserts, website content, emails and direct mail.
- APS will develop communications that are simple and easy to understand and not only describe the specifics of the new plans, but also allow customers to be aware of behavioral actions they can take and programs they can participate in to help manage their demand and energy usage.
- APS plans to transition its customers to the new proposed rate plans in phases. APS will move customers to the new plans based upon their billing cycle. No residential customers will be migrated during the three peak summer months of June, July and August; months that can be avoided with a mid-2017 rate case decision.
- APS will move all residential customers to the plan that is best for them, provided they are eligible for that plan. Any time after the new rate plans first go into effect, a customer may voluntarily select one of the new plans. They do not need to wait to be migrated.

James C. Wilde

APS Director of Resource Planning

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

In his direct testimony, Mr. Wilde discusses the changing nature of customer demand patterns and a general shift from electric resources that provide energy year-round, to resources that are highly dispatchable for meeting customers' peak summer-time demands. He outlines the need for flexible peaking resources in the APS portfolio and the benefits of participating in the Energy Imbalance Market (EIM), as well as a need to re-align APS's demand side management (DSM) programs with an emphasis on shifting energy savings toward meeting demand.

Mr. Wilde also illustrates the need to update customer price signals through demand-based rates and updated time-of-use (TOU) rates. He then discusses APS's Coal Strategy and demonstrates the customer benefits of retiring Cholla Unit 2.

Direct Testimony Key Points

- The Ocotillo Modernization Project (OMP) and customer-sited microgrid resources provide the flexible dispatch characteristics APS's system needs today and will increasingly need in the future.
- APS expects to need more than 3,500 MW of new resources by 2022.
- APS is re-evaluating its portfolio of DSM programs to make them more focused on reducing peak demand, rather than simply reducing energy across all hours of the year. Such refocused programs will not only align better with actual resource needs, but will also provide additional

education and resource options to customers if they choose to manage their demand in response to APS's proposed three-part rates.

- Because APS must build or procure sufficient resources to meet summer-time peak demand, a rate structure that coincides with high use periods would be appropriate. By aligning customer price signals with high use periods, APS could defer building or procuring resources in the future since customers would be incentivized to reduce peak demand.
- By participating in the EIM, APS will have more opportunities to take advantage of beneficial pricing opportunities on behalf of customers. The EIM enables APS to transact power in five-minute increments, which provides utilities not only opportunities to purchase power at low prices, but also opportunities to sell power at higher prices. The anticipated annual benefit to APS customers is expected to be in the range of \$7 million to \$18.1 million per year.
- The closure of Cholla Unit 2 delivered important economic and environmental benefits for APS customers. Cholla Unit 2 required significant and expensive upgrades to comply with the federal Mercury and Air Toxics Standards and the Regional Haze Rule. Unlike the Four Corners generating plant, Cholla has much smaller units and as a result it was not cost effective to implement the environmental upgrades.

Scott Bordenkircher

APS Director of Transmission and Distribution Technology Innovation and Integration

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Bordenkircher's direct testimony describes key technology investments APS has made and is making in the electric grid to enhance reliability and performance, increase efficiency, enable alternative energy and distributed energy resources, and empower customer choice.

His testimony discusses the Transmission and Distribution Operations Vision Plan and the benefits of the included advanced grid technologies. He further describes key customer programs including the Solar Partner Program and the Solar Innovation Study, Red Rock Solar, and the newly launched microgrid program. Lastly, Mr. Bordenkircher identifies projects planned through June 30, 2017, and discusses Technology Innovation and Integration's contribution to the company's post-Test Year plant adjustment.

Direct Testimony Key Points

- APS developed a Transmission and Distribution Operations Vision Plan (Ops Vision Plan) in 2013 to address APS's advanced grid technology needs on a five-year rolling basis. These technologies permit APS to receive near real-time operational data and more accurate information about its facilities, infrastructure and customer power quality. APS's advanced-grid technologies include:
 - **Fire mitigation technologies.** These include Downed Conductor Detectors (DCD), a combination of sensors and automation technology that provides real-time alerts to distribution operators when a power line has fallen to the ground.
 - **Supervisory capacitor bank controls.** Capacitor banks improve the overall efficiency of the utility system and ensure power quality for customer end-use equipment.
 - **Integrated Volt-VAR Control.** IVVC is an automated system of capacitors and voltage regulators that can autonomously control voltage levels along a distribution feeder.
 - **Distribution substation health monitoring.** Adding real-time monitoring and analysis devices to APS's substations allows APS to better predict equipment failures and make necessary adjustments, prolonging the life of the equipment.
 - **Network backbone.** Launched in 2013, this program implements long-distance, high-bandwidth, secure data communications between APS's operations centers and field installations. The use of APS's private network backbone better ensures cybersecurity and provides additional reliability and bandwidth necessary to carry the company's critical data.
- APS has implemented Advanced Data Analytics programs to more accurately predict rooftop solar production, monitor and trend power quality, provide outage intelligence, and perform predictive and preventative asset health analysis.
- The Solar Partner Program enables APS to gain a greater understanding of how increased penetration of various customer-

sited technologies affects the grid. Consistent with Decision No. 74878, APS has installed approximately 10 MW of rooftop solar on approximately 1,600 homes at targeted locations. SPP is exploring how to optimize the grid and increase reliability for the long-term benefit of all customers.

- APS's Solar Innovation Study is a 75-customer home energy management and rate research and development field program designed to examine the integration of customer-sided advanced technologies—including rooftop solar, advanced inverters, home energy management systems—with demand-based rates.
- Advanced Metering Infrastructure (AMI) has resulted in a significant increase in efficiencies, reductions in O&M costs and vehicle emissions, as well as an increased opportunity for customers to gain more knowledge of their energy use. AMI meters also provide power quality data which is used to ensure that electricity is delivered to customers at the correct voltage. This grants APS operators a greater level of system visibility and situational awareness, and makes AMI a foundational platform for many future advanced grid programs.
- Microgrids increase the reliability of the distribution grid; especially in the local area. APS will have two microgrids in service by the third quarter of 2016, a 25 MW partnership with Marine Corps Air Station Yuma and a 62.5 MW partnership with Aligned Data Center in Phoenix.
- Red Rock Solar is a 40-megawatt single-axis tracking, grid-scale solar facility. APS will own, operate, and maintain the plant, and over the 20 year term of the agreement, ASU and PayPal will purchase the Renewable Energy Credits and equivalent energy to what Red Rock Solar is producing.
- APS is proposing that approximately \$239 million in Total Company capital expenditures be included in the Company's post-Test Year plant pro forma adjustment for renewables, microgrid and technology projects. These projects contribute \$101 million to the Company's proposed Total Company rate base.

Peter M. Ewen

APS Director of Financial Planning and Forecasts

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Ewen's direct testimony covers three main areas: APS's financial projections, the system average cost of fuel for generation and purchased power, and modifications to the Power Supply Adjuster (PSA). Specifically, he discusses the benefits resulting from the regulatory framework established for APS by the 2012 Settlement Agreement and explains why, because of the Settlement's financial design, APS is seeking a rate increase now.

Additionally, he sponsors the Company's Base Fuel and Purchased Power pro forma, which sets forth the base rate level of fuel and purchased power expenses. This requested base fuel rate reflects conditions expected to exist at the time the requested rates are likely to be in effect, which, in this proceeding, represents a decrease from the current authorized rate. The testimony explains the reasons for this decrease.

Mr. Ewen also discusses a few modifications to the PSA Plan of Administration (POA). Specifically, he explains why the inclusion of environmental chemical costs and generation-related water costs in the PSA are appropriate, and also explains how the POA should be adjusted to enable the Company to potentially take advantage of energy storage opportunities, if cost effective and necessary for reliability purposes.

Direct Testimony Key Points

- The 2012 Settlement Agreement led directly to a perceived improvement in APS's financial condition and, indeed, APS's actual financial performance improved as well. For the last four years, the Company has been able to earn close to its authorized return on equity (ROE) for the first time in more than 15 years. Notably, during this period the Company has not earned more than its authorized ROE.
- As a consequence, APS's bond ratings have improved substantially, with material benefits in lowering the Company's borrowing costs. Those cost savings are being passed back to customers in the current rate request. With the improved financial performance, APS was able to extend the rate case moratorium period by an additional year.
- The Settlement Agreement was not expected to extend financial support forever, and APS's financial metrics are now reflecting the limits of the mechanisms created to facilitate the desired rate gradualism.
- In the absence of base rate relief and/or other regulatory support, APS again faces Total Company ROE projections of 9.0% in 2017, 8.4% in 2018, and 7.7% in 2019. Returns like these are far below not only the 10.5% authorized ROE APS is requesting in this case, but also the 10.46% average ROE actually earned in 2015 by other investor-owned utilities throughout the country.

- Without new rate relief that sustains APS's actual earned ROE at a reasonable level, APS will face challenges in raising the capital needed to invest in its system so it can provide safe and reliable electric service to APS customers and fulfill Arizona's efficiency, renewable energy, and other policy objectives.
- APS's current base fuel recovery amount of 3.21¢ per kilowatt-hour (kWh), established in Decision No. 73183 (May 24, 2012), was premised on expected 2012 cost levels at the time of the settlement in that case.
- Given the modest decrease in fuel costs that has occurred since fuel rates were last set, the Company proposes that the base fuel recovery rate be set at 2.99¢/kWh, which reflects normalized levels of plant performance, expected 2017 fuel and purchased power prices, and a credit for anticipated off-system sales margins.
- APS is proposing to include in the PSA environmental chemical costs that directly correlate to the use of fuel. Chemicals, such as lime, ammonia, and sulfur are used to scrub the emissions from a coal plant and are dependent upon the amount of fuel burned. As production from the power plants varies, so too does the amount of chemicals used. The Company therefore proposes that annual changes in the chemical cost expense associated with power plant emission controls be recovered through the PSA.
- APS uses water to produce steam power at several of its generating plants, and this water consumption and the chemicals and chemical processes used to treat the water vary directly with the amount of electricity being produced at the plants on an annual basis. As production from these power plants varies, so too does the amount of water and water-related chemicals used. The Company therefore proposes that annual changes in the water-related purchase expense associated with power plant production be recovered through the PSA.
- The Company may have cost-effective opportunities between rate cases to procure energy storage products from third-party providers. These storage products would likely substitute for capacity purchases from other resources, thereby displacing costs which would be recovered through the PSA. Including storage costs in the PSA will put these costs on the same footing as more conventional capacity purchase costs. The Company proposes that the PSA POA be modified to allow such costs, if incurred, to be recovered in the PSA.

Dr. Bente Villadsen
Principal, The Brattle Group

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

Dr. Villadsen determined and presents the Company’s cost of equity and recommends the specific return on equity that should be included in its rates. Her testimony also offers an opinion on the fair value of APS’s rate base and an appropriate fair value rate of return.

Direct Testimony Key Points

- The standard for establishing a fair rate of return on equity requires that a regulated utility be allowed to earn a return equivalent to what an investor could expect to earn on an alternative investment of equivalent risk. Therefore, Dr. Villadsen’s approach to estimating the cost of equity for APS focuses on measuring the expected returns required by investors to invest in companies that face business and financial risks comparable to those faced by APS.
- To determine APS’s cost of equity Dr. Villadsen selects a relevant sample of integrated electric utilities that are subject to regulation as well as a utility sample whose assets are similar to those of APS. She calculates the cost of equity for the sample using standard Capital Asset Pricing Models (CAPM), Discounted Cash Flow (DCF) models and a risk premium model. Having estimated the cost of equity for the sample, she then considers specific risks of APS to derive a range of cost of equity estimates for the Company. Dr. Villadsen concludes that a range of reasonable return on equity (ROE) estimates are as indicated as follows:

	Reasonable Range for Proxy Group
CAPM-based Methods	10.0% - 10.5%
DCF-based Methods	9.9% - 10.8%
Risk Premium Method	10.3%

- Dr. Villadsen concludes that APS should be in the upper half of the range because of, among other factors, the Company’s significant portfolio of nuclear generation. She notes that APS has been unable to achieve its allowed ROE since 2002 and currently faces substantial business uncertainty in connection with unresolved economic and regulatory issues surrounding distributed generation. Therefore, she recommend that an ROE of 10.5% is appropriate for setting rates in this case.
- Dr. Villadsen finds that the ACC jurisdiction fair value rate base for APS is \$9.976 billion using the Commission’s traditional weighting of original cost and reconstruction cost new. She then checks the reasonableness of that figure using the market value of comparable benchmark transactions. These transactions indicate that the APS figure was reasonable, although toward the bottom of the range.
- Dr. Villadsen proposes a rate of return on the fair value rate base of 8.13%. She also concludes that a standalone return on the Fair Value Increment of 6.04% is appropriate, which would produce a Fair Value Rate of Return of 7.46%. APS’s proposal of 5.84% is far below this appropriate level, and thus conservative.

Leland R. Snook

APS Director of Rates and Rate Strategy

Direct Testimony Submitted June 1, 2016

Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Snook's direct testimony supports the Company's request in this rate case for a net increase in base rate revenue. His testimony also describes why the Commission should approve APS's request for Accounting Deferral Orders regarding the Ocotillo Modernization Project (OMP) and the installation of Selective Catalytic Reduction (SCR) emissions control technology at the Four Corners Power Plant.

Mr. Snook outlines the Company's Cost of Service Study (COSS) that is used to support rate designs in the Company's Application, as well as the jurisdictional allocation of costs. Additionally, he discusses APS's proposed modifications to its existing Lost Fixed Cost Recovery (LFCR), Environmental Improvement Surcharge (EIS) and Transmission Cost Adjustor (TCA) mechanisms.

He also reviews the Company's fair value increment and a new Extra-High Load Factor (XHLF) rate for extra-large customers. His testimony concludes with APS's economic development service schedule and a determination that the AG-1 buy-through rate program should not be renewed.

Direct Testimony Key Points

- APS is requesting a net increase in base rate revenue requirements of \$433,434,000. This amount includes transferring \$267,551,000 of revenue currently collected in various adjustors to base rates. These adjustor transfers are revenue neutral and do not change the amount collected.

- If proposed rates are effective on July 1, 2017, this requested revenue will allow APS to earn a rate of return of 5.84% on a fair-value rate base of \$9,976,023,000. The additional revenue, excluding the "fair value increment," results in an 8.13% rate of return on an adjusted Original Cost Rate Base of \$6,771,151,000.
- The components of the base rate increase inclusive of adjustor transfers are as follows:

Overview of Rate Increase (\$ in thousands)		
Total base rate increase (inclusive of adjustor transfers)	\$433,434	15.00%
Less: Transfer to base rates of various adjustors	\$267,551	9.26%
Net customer bill impact	\$165,883	5.74%

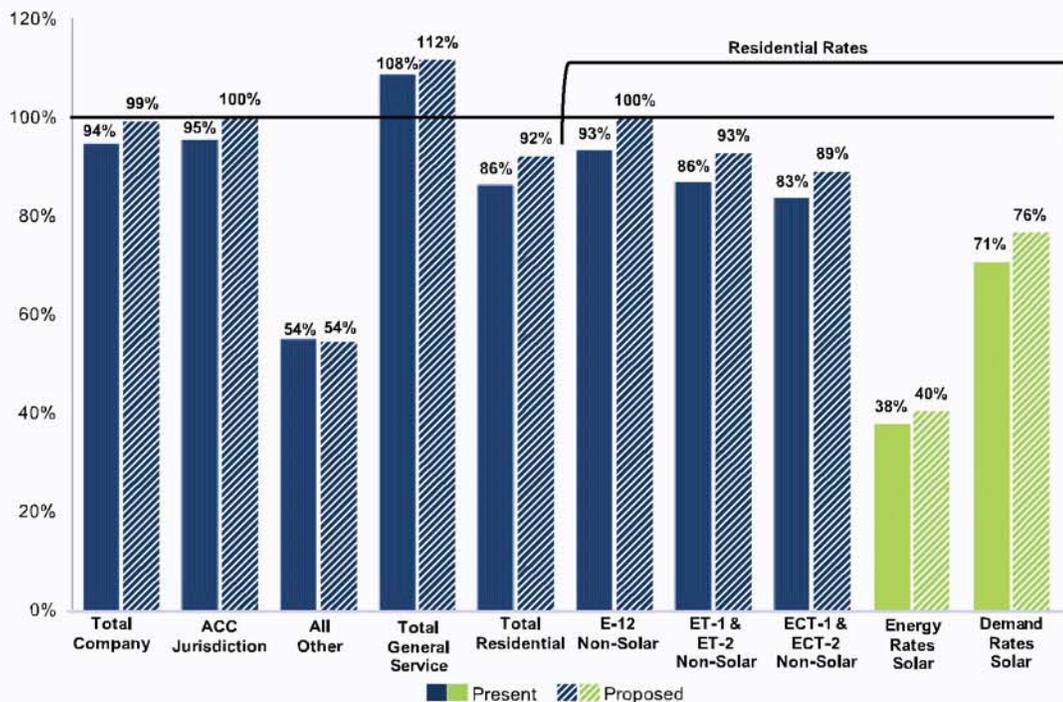
- APS requests an Accounting Deferral Order from the Commission to defer for possible subsequent recovery the costs associated with constructing the OMP. APS also requests a deferral and step rate increase for its SCR project.
- Mr. Snook describes the COSS that is used to support APS's rate designs as well as the jurisdictional allocation of costs. The COSS shows:
 - Why it is appropriate to place residential customers taking service under APS's Net Metering Rate Rider into a separate sub-class of customers;
 - That under current rates, the revenue from the residential class covers approximately 86%

of the cost to serve while the general service class covers 108% of the cost to serve; and

- After accounting for APS's proposed rebalancing of the residential cost of service up to historical levels of 92%, 57% of the increase in residential rates is directly related to the cost shift resulting from residential rooftop solar that has occurred since APS's last rate case. (see chart below)
- APS proposes modifications to three of its existing adjustor mechanisms:
 - **LFCR** - Improve the LFCR's ability to collect lost fixed costs, and adjust the LFCR compliance filing process.
 - **EIS** - Provide flexibility to recover environmental costs by creating a \$10 million year-over-year cap to account for increasing costs.
 - **TCA** - Add a balancing account for the amounts collected through the adjustor to be consistent with all of APS's other adjustor mechanisms.

- APS's proposed XHLF general service rate to customers with at least 5 MW of load and a monthly average load factor of 92% or more. Transmission service options would be available to customers with a minimum size of 15,000 kW.
- After a near-five year pilot, APS analyzed the cost implications of the AG-1 rate experiment to other customers and can only conclude that it should not be renewed. APS has had unmitigated lost margins from the program every year it has been in place. This revenue shortfall annually has ranged in magnitude from \$4.5 million to \$11.7 million per year.
- To support commercial and industrial economic development in the APS service territory, the Company proposes to provide a bill discount over a period up to six years for new customers with at least 2 MW or increasing loads of at least 1 MW and a load factor of 55% or more. The program will be capped at 100 MW or 50 new customers, whichever is less (on a MW basis).

**APS Customer Classes % of Cost to Serve
2015 Test Year**



Dr. Ahmad Faruqui
Principal, The Brattle Group

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

The purpose of Dr. Faruqui’s direct testimony is to comment on the merits of APS’s proposal to make demand charges a universal rate feature of the residential rate.

An overriding principle of electric rate design is that of cost causation: revenue collection should match cost generation.

It is possible that in response to rising energy prices, some customers might reduce the volume of electricity they consume but not reduce the demand they place on the grid, since they never see a price for demand. Consequently, much of the fixed costs required to meet their demand would go unpaid. The net result is that cost-causers would not pay for all of the costs they create. Those unrecovered costs would be shifted to customers who use more volume, creating inequities and cross subsidies between customers.

With a three-part rate design, customers more efficiently use the electric grid in a way that also reduces the cost shift. In addition, demand rates provide a price signal that would incentivize the introduction of technologies that reduce demand. If policy-makers wish to encourage innovative distributed technologies, demand rates offer an efficient and equitable method of doing so.

Direct Testimony Key Points

- Each of APS’s proposed three-part rates more closely match demand, fixed, and variable costs with demand, fixed, and variable charges so that all customers will pay their fair share.

- The cost-based price signals in the three-part rates proposed by APS provide customers with the financial incentive to make investments in technologies or otherwise change their behavior in ways that are most beneficial to the system. Technologies and behaviors that reduce a customer’s demand should ultimately lead to a more efficient use of the grid, reduced costs, and lower bills.
- APS has the most highly subscribed residential three-part rate in the U.S., with over 120,000 customers on its Combined Advantage tariff. This represents more than 10% of its residential customer base and more than 20% of its residential energy sales. When new rate designs are introduced on a voluntary basis, they rarely achieve enrollment levels in excess of 10%. Considering that APS has been offering its three-part rate on a voluntary basis among several other rate options, and considering that enrollment in the three-part rate has grown over the past several years, this is a very strong indication that APS’s customers are interested in and prepared for rates with demand charges.
- The introduction of a cost-based demand charge is a significant and necessary improvement over two-part rate offerings. APS has shown that residential customers can respond to demand charges.
- The introduction of a three-part rate will not change APS’s revenues.

Charles A. Miessner
APS Manager of Rates

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

Mr. Miessner’s direct testimony explains why there is a compelling need to restructure rates for residential and small-business customers, and he provides the specific proposals for new rates. In addition, Mr. Miessner’s testimony describes how the proposed revenue is allocated to individual rate classes.

Direct Testimony Key Points

- Mr. Miessner explains that the higher requested increase for the residential class is caused in part by the cost shift from the solar net metering program, where subsidized bill savings for solar customers create higher rates for other residential customers. While this was true in the last rate case, the volume of installations since the last case has made this a critical issue.
- The new portfolio of residential rates proposed by APS includes the following:
 - 1 **R-1** — a time of use (TOU) rate with a small demand charge of \$6.60/kW during the on-peak hours and a basic service charge of approximately \$24 per month.
 - 2 **R-2** — a TOU rate with a modest demand charge of \$8.40/kW during on-peak hours and lower basic service charge of approximately \$14.50 per month.
 - 3 **R-3** — a TOU rate with lower kWh charges and seasonally differentiated demand charges of \$16.40/kW in the summer and \$11.50/kW in the winter, and a basic service charge

of approximately \$24 per month. This rate is very similar to APS’s current demand rate.

- 4 **Extra Small** — a two-part rate for extra-small customers with no demand charge and an \$18 per month basic service charge.
- The three primary rate options proposed for residential customers will have lower kWh charges, a higher basic service charge, and a demand charge component. The TOU on-peak hours will be revised to 3 p.m. to 8 p.m. weekdays to better reflect the highest system load hours. The demand will be measured on the highest average use over an on-peak hour.



- APS also proposes to modify its present NEM (Net Energy Metering) program for all but “grandfathered” residential rooftop solar customers. Power generated and concurrently consumed on site would still be credited at the fully-bundled retail energy rate. But APS proposes that “exported” generation be (i) measured on an instantaneous basis; and

- (ii) paid through the PSA at an avoided cost rate to ensure that all other customers only pay an amount for exported energy that equals the costs saved due to the exported energy.
- APS proposes to “grandfather” solar systems for which APS has received a complete interconnection application by July 1, 2017 that are installed within 180 days. APS proposes that these grandfathered customers retain their current rate plans and net metering arrangements for 20 years after the system was first interconnected to the APS system.
 - APS proposes to simplify the discount structure for the limited-income bill discount program and provide for increased program participation.
 - Mr. Miessner also describes some of the proposed rate changes for business customers, which include:
 - 1 Improving the time-of-use rate options to work better with the operating schedules of many businesses by updating the time-of-use on-peak hours to 3 p.m. to 8 p.m. weekdays; and
 - 2 Adding a demand charge component for extra-small business customers.
 - The adoption of future technologies depends on effective prices that reflect cost. When rates reflect cost, technologies that reduce utility cost will also provide customers the opportunity to obtain bill savings that don't involve the cost shift occurring under the current rate design.
 - APS has extensive experience with residential three-part demand rates. APS has offered a three-part demand rate to residential customers for decades and is currently serving more than 120,000 customers on the rate. When customers switch to that rate, they typically reduce both their demand and energy consumption.
 - Mr. Miessner concludes that residential rates should be reformed and modernized to better align rates with costs, provide appropriate price signals to customers, and improve the efficient use of, and funding for, the grid.

Elizabeth A. Blankenship

APS Director of Accounting Operations

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

Ms. Blankenship's direct testimony addresses the historical accounting information and pro forma adjustments required by the Standard Filing Requirements (SFR) of the Arizona Corporation Commission in support of the Company's rate case filing. She sponsors historical information for the 12-month period ending December 31, 2015, which was used as the Test Year in this proceeding and any prior years presented on the SFR Schedules.

She presents testimony concerning the capital structure of the Company and provides APS's actual overall cost of capital. This will include information on the cost of equity and debt capital, as provided by Dr. Bente Villadsen, APS's cost of capital and return on equity (ROE) witness.

Direct Testimony Key Points

- Ms. Blankenship's direct testimony covers historical accounting data, including the actual data for the Test Year. The majority of this information is disclosed directly or indirectly in both the consolidated APS and consolidated Pinnacle West audited financial statements, which are included in filings made with the Securities and Exchange Commission and other government agencies for the relevant years.
- In large part, her direct testimony supports the testimony of other APS witnesses. The direct testimony of APS witness Peter Ewen addresses

financial projections to actual Test Year data. APS witness Leland Snook focuses on the jurisdictional allocation of APS revenues, costs, and Rate Base items for the actual Test Year and all pro forma adjustments. Dr. Villadsen's direct testimony addresses the Company's requested ROE and overall cost of capital.

- Ms. Blankenship sponsors more than 40 rate base and income statement pro forma adjustments. Because the Company has used a historical test year, it is necessary to adjust recorded revenues and expenses for known and measurable changes. Pro forma adjustments include normalizations, annualization and out-of-period adjustments. All of the pro forma adjustments discussed in her testimony reflect Total Company amounts prior to any jurisdictional allocation.
- Ms. Blankenship's direct testimony also discusses APS's request for continuation of the property tax deferral. The 2012 Settlement approved a property tax deferral that helped to alleviate risk of changes to property tax rates within Arizona. APS proposes to defer for future recovery 100% of all changes to Arizona property tax expense above or below the Adjusted Test Year level of \$181 million caused by changes to the applicable Arizona composite property tax rate.

Dr. Ronald E. White
President, Foster Associates Consultants, LLC

Direct Testimony Submitted June 1, 2016
Docket No. E-01345A-16-0036

Direct Testimony Overview

The purpose of Dr. White's direct testimony is to sponsor and describe the 2016 depreciation rate study conducted by Foster Associates at the request of APS.

Depreciation rates currently used by APS were approved by the Arizona Corporation Commission pursuant to a Settlement Agreement in Docket No. E-01345A-11-0224. (Decision No. 73183, dated May 24, 2012).

Direct Testimony Key Points

- The goal of depreciation accounting is to charge to operations a reasonable estimate of the cost of the service potential of an asset (or group of assets) consumed during an accounting interval. A number of depreciation systems have been developed to achieve this objective, most of which employ time as the apportionment base.
- The need for periodic depreciation studies is also a derivative of the ratemaking process which establishes prices for utility services based on costs. Absent regulation, deficient or excessive depreciation rates will produce no adverse consequence other than a systematic over or understatement of the accounting measurement of earnings.
- It is the opinion of Foster Associates that a redistribution of recorded reserves is again appropriate for APS. Offsetting reserve imbalances attributable to both the passage of time and parameter adjustments recommended in the current study should be realigned among primary accounts to reduce offsetting imbalances and increase depreciation rate stability.
- Foster Associates is recommending primary account depreciation rates equivalent to a composite rate of 2.99%. Depreciation expense is currently accrued at rates that composite to 2.45%. The recommended change in the composite depreciation rate is, therefore, an increase of 0.54 percentage points.

Appendix: Rate Design Proposal

Residential Rate Design

- Change on-peak time-of-use period from noon – 7 p.m. to 3 p.m. – 8 p.m. Monday through Friday, excluding holidays.
- Reduce the difference in the on- and off-peak energy prices and lower all energy charges.
- Offer four rate plan options:

	Basic Service Charge (per month)	Demand Charge (\$/kW)**	Summer Energy Charge (On/Off Peak \$/kWh)	Winter Energy Charge (On/Off Peak \$/kWh)
Extra Small*	\$18	None	\$0.10324	\$0.10324
R-1	\$24	\$6.60/kW	\$0.1516/ \$0.08070	\$0.12730/ \$0.08070
R-2	\$14.50	\$8.40/kW	\$0.1516/ \$0.0808	\$0.12730/ \$0.0808
R-3	\$24	\$16.40/kW summer \$11.50/kW winter	\$0.0909/ \$0.05475	\$0.06670/ \$0.05475

*Extra Small option is available for customers using less than 600kWh per month on average. Partial requirements customers are not eligible for this rate.

**Demand charge calculated as the average over one hour during the on-peak window only.

- Offer a flat bill option where the customer pays the same amount every month regardless of how much energy they use or when they use it.
- New rooftop solar customers are eligible for the R-3 customer rate only.
- Existing solar customers will be grandfathered on their existing rate plans for 20 years from the date of interconnection.
- Modify net metering with a retail rate credit for solar customers offsetting their own load, and an export rate that credits all energy delivered to the grid.

Cost Shift Facts

- The total cost shift from solar customers to non-solar customers already totals **\$42.7 million annually.**
- The rooftop solar subsidy continues to grow by **\$740,000 per day.**
- By the time this case is resolved in mid-2017, the 20 year subsidy will total **over \$1 billion.**
- If the cost shift issue is deferred until APS's next case, the total annual cost shift will have ballooned to **\$102.9 million per year.**

Commercial and Industrial Rate Design

- Change time-of-use period for small, medium and large general service customers to 3 p.m. – 8 p.m. Monday through Friday.
- Allow the current AG-1 program to expire.
- Transition extra small business customers to a three-part rate with a \$35.28 basic service charge, \$6.90/kW demand charge, a summer energy charge of \$0.11129/kWh and a winter energy charge of \$0.07147/kWh for secondary service.
- Offer an aggregation rider that allows large (E-32L) customers with at least 5 MW total load to qualify for a reduced rate.
- Offer an extra-high load factor rate schedule for customers with at least 5 MW of load and monthly average load factor of 92% or more. Transmission service options available for customers with 15 MW or more.
- Offer an economic development rate for new loads of at least 2 MW or increasing loads of at least 1 MW and a load factor of 55% or more. Set a six-year limit with a program cap of 100 MW or 50 new customers, whichever is less (on MW basis).



Customer Education and Transition Plan

Customer Education

- Customer education material will describe the new rate plans and provide information to help customers manage their demand. APS will use multiple channels and touch points to communicate with customers, including:
 - Bill inserts
 - Website content
 - Videos
 - Printed material
 - Peak usage brochures
 - Email
 - Direct mail
- The education plan will also include community outreach events, stakeholder briefings and open houses to discuss demand rates and peak usage with community leaders and customers.
- Information related to demand will be available on aps.com and azenergyfuture.com.
- Printed materials will be available in APS offices, and with APS field personnel.

Tools and Technology

- APS.com will feature:
 - Customer demand and energy usage information (also available on the APS mobile app)
 - A summary of the new rate plans and a link to the tariffs
 - Hints and tips for managing demand
- APS has requested approval of a new smart thermostat program that will allow customers to receive an incentive for purchasing a qualifying smart thermostat of their choice.

Transition Plan

- Customers will be transitioned to new rates in phases.
- Once new rate plans are available, customers may choose any plan for which they are eligible.
- If customers do not choose a rate plan, APS will move each customer to the most beneficial rate plan for that customer based on past usage.
- Transition communication to customers will explain:
 - New rates
 - Timing of the change
 - Tips on how to “Shift, Stagger and Save”





APS Rate Case (E-01345A-16-0036)

General Concepts and Considerations

Fundamental Rate Restructuring



2116 W. Del Campo Circle, Mesa, Arizona 85202-2610

Ed Schaffer, Managing Member (602) 363-8787 eds@tc-az.com

Rick Romain, Consulting Engineer (602) 412-1772 rick@tc-az.com



APS Rate Case (E-01345A-16-0036)

Primary Metric Components for Billing

Residential Rate Plans (Current)

- **Billing Cycle Costs** – Fee per day to be connected.
- **kWh Energy Costs** – Cost for actual energy delivered.
- **Taxes** – Proportional percentage of costs and fees per above.



APS Rate Case (E-01345A-16-0036)

Primary Metric Components for Billing

Commercial Rate Plans (Current)

- **Billing Cycle Costs** – Fee per day to be connected.
- **kWh Energy Costs** – Cost for actual energy delivered.
- **kW Demand Costs** – Fee for peak delivery of energy in cycle.
- **Taxes** – Proportional percentage of costs and fees per above.



APS Rate Case (E-01345A-16-0036)

Primary Metric Components for Billing

APS Commercial Inflation & Portioning

Actual E-32 M Rate Inflation From 1989 To 2014

Summary	Total Portion	CAIR Average	Cost Variance
APS Billing Days Cost	0.30%	4.011%	267.318%
APS kWh Cost	66.60%	0.656%	117.765%
APS Incremental kW Cost	33.33%	1.095%	131.279%
Total Billing Cycle Cost (Less Taxes)	100.00%	0.803%	122.121%



APS Rate Case (E-01345A-16-0036)

Probable Result for Most APS Rate Payers

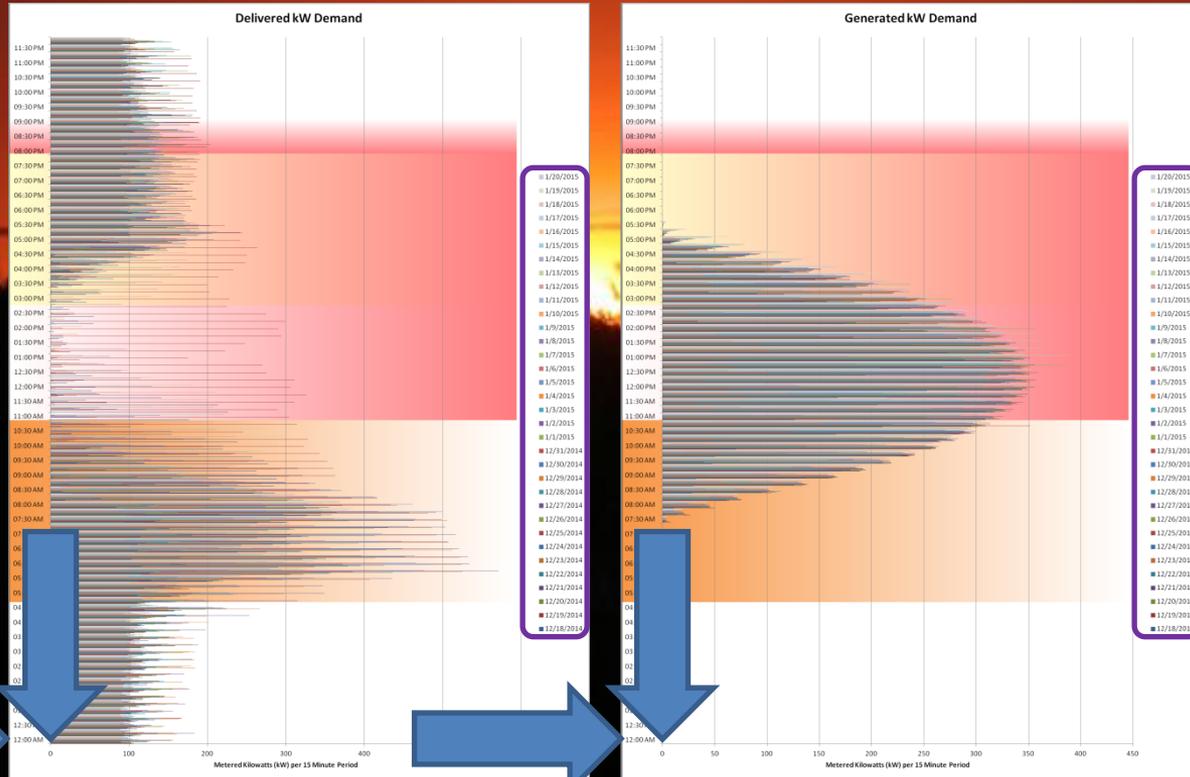
Migration to Uncontrollable Metrics

- **Billing Cycle Costs** – Fee per day to be connected.
- **kWh Energy Costs** – Cost for actual energy delivered.
- **kW Demand Costs** – Fee for peak delivery of energy in cycle.
- **Taxes** – Proportional percentage of costs and fees per above.



APS Rate Case (E-01345A-16-0036)

Demand Metrics – Winter with Solar



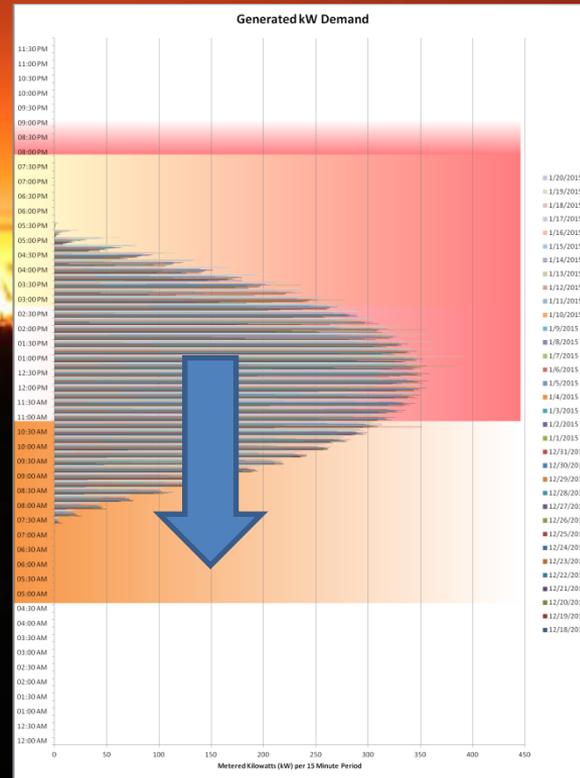
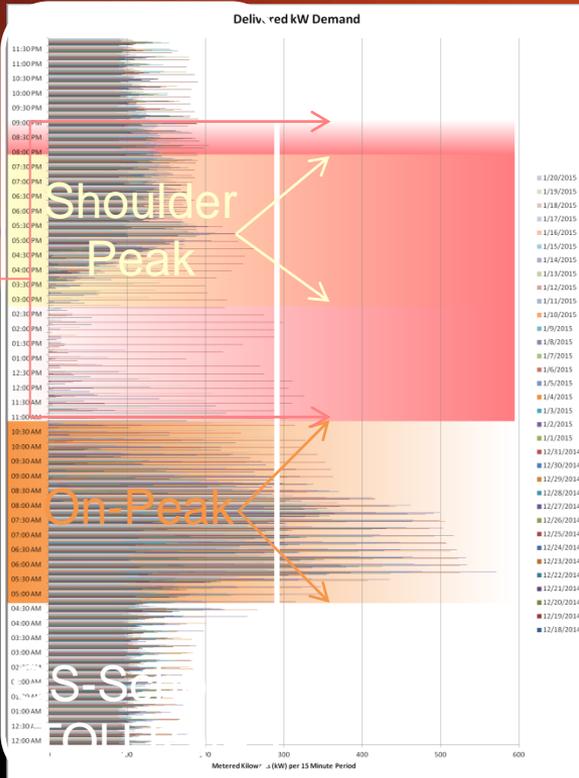


APS Rate Case (E-01345A-16-0036)

Demand Metrics – Winter with Solar

On-Peak

E-32
TOU Rate





APS Rate Case (E-01345A-16-0036)

Demand Metrics – Summer with Solar

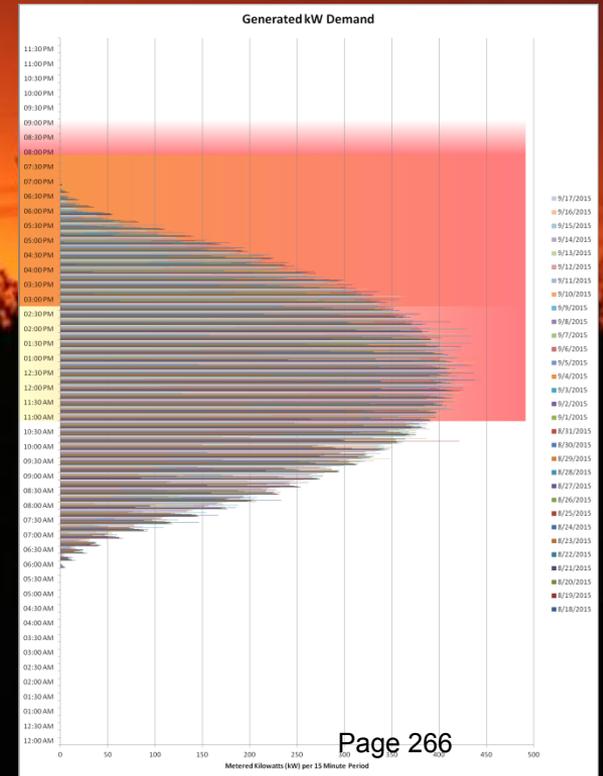
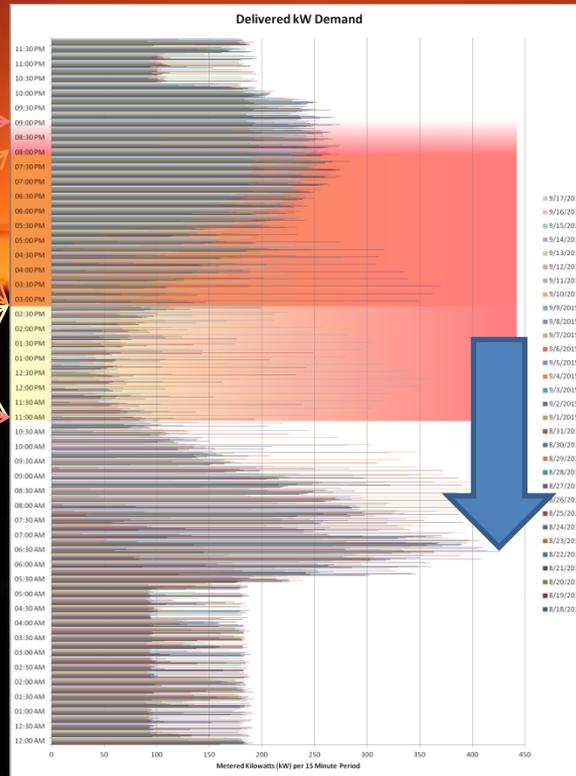
On-Peak

E-32
TOU Rate

On-Peak

Shoulder
Peak

GS-Schools
TOU Rate





APS Rate Case (E-01345A-16-0036) “Value of Power” throughout the Day





APS Rate Case (E-01345A-16-0036)

General Concepts and Considerations

- ✓ Grandfathering Existing Accounts
- ✓ Develop Equitable Demand Formula
- ✓ Develop Equitable TOU Energy Formula
- ✓ Provide Online Access to 15 Min Meter Data
- ✓ Reverse Migration to Uncontrollable Costs to Encourage Continued Efficiency & Production



APS Rate Case (E-01345A-16-0036)

General Concepts and Considerations

Questions?

technology coordinators, llcTM
Energy Investment Success

2116 W. Del Campo Circle, Mesa, Arizona 85202-2610

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**CITY COUNCIL
AGENDA BILL**

**AB 2151
September 13, 2016
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding a resolution approving the canvass of the City's Primary Election held on August 30, 2016.

Department	City Clerk
Time to Present	5 minutes
Total Time for Item	10 minutes
Other Council Meetings	N/A
Exhibits	A. Resolution (incomplete)

City Attorney Approval	Reviewed 9/6/16 RLP	Expenditure Required
		\$ 0
City Manager's Recommendation	Approve a resolution declaring and adopting the primary election results.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance Approval <input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: On August 30, 2016, the City of Sedona held a Primary Election. Arizona Revised Statute § 16-643 requires that all election returns be made public by determining the vote for each person voted for and the vote for and against each referred measure appearing upon the ballot at the election be determined. The Primary Election was for the Mayoral seat for two years, three City Council seats for four years, and one City Council seat for two years. Question 1 – Official Title: Arizona Public Service Company Franchise and Question 2 - Official Title: UNS Gas, Inc. Franchise proposing franchise extensions for a period of twenty-five (25) years were also considered at this election.

While unofficial final election results have been posted to the websites of Coconino and Yavapai counties, they are both still preparing the official final results which are not anticipated to be received until September 9, 2016. An updated Resolution will be sent out to Council once these results are received. Based on Unofficial Final Results, it appears that five candidates, Mayor and four (4) Councilors, received enough votes at the Primary Election to be elected without going forward to the General Election. These candidates will be issued Certificates of Election, and there will be no need to hold a General Election. In order for those election results to become official, they need to be read into the City's record.

Community Plan Compliant: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): None

MOTION

I move to: approve Resolution No. 2016-____, a resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the Primary Election held on August 30, 2016.

RESOLUTION NO. 2016-__

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY
ELECTION HELD ON AUGUST 30, 2016.**

WHEREAS, the City of Sedona, Arizona did hold a Primary Election on the 30th day of August, 2016 for the nomination/election of a Mayor, three (3) Councilors for a four-year term, and one (1) Councilor for a two-year term and for consideration of Question 1 – Official Title: Arizona Public Service Company Franchise and Question 2 - Official Title: UNS Gas, Inc. Franchise; and

WHEREAS, the election returns have been presented to and have been canvassed by the City Council as shown in the attached Exhibits A & B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sedona, Arizona, as follows:

Section 1. That the total number of ballots cast at said Primary Election, as shown by the Election Summary Reports, was _____.

Section 2. That, due to the passage of consolidated election legislation, Coconino and Yavapai Counties are not able to provide the number of ballots to be verified or the number of ballots rejected at the municipal level.

Section 3. That the votes cast for Mayor were as follows:

MAYORAL CANDIDATE	VOTE TOTAL
MORIARTY, SANDRA J. (SANDY)	
WRITE-IN VOTES (NOT QUALIFIED)	

Section 4. That the votes cast for Councilors for the four-year term were as follows:

COUNCIL CANDIDATE	VOTE TOTAL
CURRIVAN, JOHN	
MARTINEZ, JOHN	
VERNIER, JOE	
WILLIAMSON, JESSICA	
WRITE-IN VOTES (NOT QUALIFIED)	

Section 5. That the votes cast for Councilors for the two-year term were as follows:

COUNCIL CANDIDATE	VOTE TOTAL
LAMKIN, TOM	
MAYER, GERHARD	
WRITE-IN VOTES (NOT QUALIFIED)	

Section 6. That the votes cast for Question 1 – Official Title: Arizona Public Service Company Franchise proposing a franchise extension for a period of twenty-five (25) years, were as follows:

QUESTION 1	VOTE TOTAL	PERCENT OF VOTES
YES		
NO		

Section 7. That the votes cast for Question 2 – Official Title: UNS Gas, Inc. Franchise proposing a franchise extension for a period of twenty-five (25) years, were as follows:

QUESTION 2	VOTE TOTAL	PERCENT OF VOTES
YES		
NO		

Section 8. That it is hereby found, determined, and declared of record, that the following five (5) candidates did receive an adequate number of votes, based on the statutory formula and are hereby issued certificates of election:

NAME	OFFICE	TOTAL VOTES RECEIVED	NUMBER OF VOTES REQUIRED
MORIARTY, SANDRA J. (SANDY)	MAYOR		
CURRIVAN, JOHN	COUNCILOR 4-YEAR TERM		
MARTINEZ, JOHN	COUNCILOR 4-YEAR TERM		
VERNIER, JOE	COUNCILOR 4-YEAR TERM		
LAMKIN, TOM	COUNCILOR 2-YEAR TERM		

Section 9. That it is hereby found, determined, and declared of record, that Question 1 was approved by the electors of the City voting at said Primary Election.

Section 10. That it is hereby found, determined, and declared of record, that Question 2 was approved by the electors of the City voting at said Primary Election.

Section 11. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 13th day of September, 2016.

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Robert L. Pickels, Jr., City Attorney