

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, OCTOBER 10, 2023

NOTES:

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

www.SedonaAZ.gov

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

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

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

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

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- a. Minutes - September 26, 2023 City Council Regular Meeting.
- b. Minutes - September 27, 2023 City Council Special Meeting.
- c. Minutes - September 28, 2023 City Council Special Meeting - Executive Session.
- d. Approval of Domestic Violence Awareness Month Proclamation, October 2023.
- e. Approval of the 25th Anniversary of the Sedona Heritage Museum Proclamation, October 18, 2023.
- f. Approval of Sedona Mitvah Day Proclamation, October 29, 2023.
- g. Approval of Sedona Kindness Day Proclamation, November 13, 2023.
- h. AB 2999 Approval for award of a Professional Services Contract with Sunrise Engineering, Inc. in an amount not-to-exceed \$139,500 for design of the WWRP UV Upgrades.
- i. AB 3001 Approval of Resolutions stating the salary equivalency and the number of authorized positions for reserve police officers and establishing a salary equivalent for purposes of computing workers' compensation insurance premium and compensation benefits for volunteers.
- j. AB 3004 Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company Liquor License located at 70 Dry Creek Road Sedona, AZ (File #20557580).

4. APPOINTMENTS - None.

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

6. PUBLIC FORUM

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

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

- a. Domestic Violence Awareness Month, October 2023.
- b. 25th Anniversary of the Sedona Heritage Museum, October 18, 2023.
- c. Sedona Mitvah Day, October 29, 2023.
- d. Sedona Kindness Day, November 13, 2023.

8. REGULAR BUSINESS

- a. **Reports/discussion** regarding Council assignments.
- b. AB 3000 **Discussion/possible direction** on the DRAFT Rules of Procedure for the City's new 11-member Tourism Advisory Board.
- c. **Discussion/possible action** regarding future meeting/agenda items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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



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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.

10. ADJOURNMENT

Posted: 10/05/23

By: DJ

JoAnne Cook, CMC, City Clerk

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

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

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

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

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 26, 2023, 4:30 p.m.

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

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

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Vice Mayor Ploog attended via Teams.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant Director of Public Works Sandy Phillips, Special Initiatives Coordinator Kegn Moorcroft, Communications Manager Lauren Browne, Web Content Manager Rob MacMullan, Tourism and Economic Initiatives Coordinator James Morgensen, Lieutenant Karl Waak, Police Chief Stephanie Foley, Deputy Police Chief Ryan Kwitkin, Communications/Records Supervisor Erin Loeffler, Records Clerk Jamie Rivero, Executive Assistant to Police Chief Sherri O'Connor, Facilities Maintenance Supervisor Larry Farhat, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

- a. **Minutes - September 12, 2023 City Council Special Meeting - Executive Session.**
- b. **Minutes - September 12, 2023 City Council Regular Meeting.**
- c. **AB 2939 Approval of award of construction contract for the PR-03C Improvements to Build-Out of Ranger Station Park – Concrete & Gabion Contract in an amount not to exceed \$395,925.00 subject to approval of the written contract by the City Attorney's Office.**
- d. **AB 2998 Approval of Right-of-Way Lease Agreement amendment for Canyon Portal 3, LLC; and Notice of right-of-way lease agreement for Sinagua Plaza 3, LLC.**

Item 3c was pulled by Councilor Kinsella.

Motion: Councilor Kinsella moved to approve consent items 3a, 3b, and 3d. Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Comments from Council.

Presentation by Sandy Phillips and Larry Farhat on item 3c.

Motion: Councilor Williamson moved to approve consent items 3c. Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments – None.

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

Vice Mayor Ploog urged all interested in renting facilities from Parks & Recreation do so as soon as possible due to the large number of reservations. She stated the Sedona WineFest was well attended over the weekend. The Youth Football Program started on Monday, free drop in clinics take place on Mondays from 4:00-5:30 p.m. at Sunset Park, and on Wednesdays from 4:00-5:30 p.m. at Posse Grounds Park. The Red Dirt Concert series will continue through the rest of September at the Pavillion from 5:00-7:00 p.m. The Octoberfest and Pumpkin Splash will take place on October 13th. Visit www.sedonaaz.gov/parks for more information on events.

6. Public Forum

John Duff, Sedona, spoke regarding the new city ordinance O2023-05.

Seth Byerley, Sedona, stated he was discriminated against at a local business due to his association with Mr. John Duff.

John Spera, Sedona, spoke regarding book written by Noah Harari titled *Homo Deus*.

John Martinez, Sedona, stated the *Verde Valley Symphony* is now the *Sedona Symphony*. He advised they have a new Music Director/Conductor Janna Hymes and said concerts will begin on October 15, 2023 through April 7, 2024.

7. Proclamations, Recognitions & Awards - None

a. Recognition of K9 Dalan Artwork by Robert Albrecht.

Robert presented the art piece to Chief Foley. Mayor Jablow recognized Robert Albrecht for his work. Chief Foley thanked Robert for the portrait.

8. Regular Business

a. AB 2991 Discussion/possible direction on the work program and accomplishments to date regarding the creation of a tourism bureau and the City's new role as Sedona's official destination management and marketing organization.

Presentation by Karen Osburn and Senior Manager of Client Relationships & Insights for Tourism Economics, Kegn Moorcroft, Front Burner Media Consultant Heather Herman, Rob MacMullan, Lauren and Browne.

Questions and comments from Council.

By consensus, Council directed staff to move forward with the "*We've Got Sunshine To Spare*" mini marketing campaign.

Break at 6:24 p.m. Reconvened at 6:35 p.m.

Questions and comments from Council.

b. Reports/discussion regarding Council assignments

Mayor Jablow advised that he attended the Verde front strategic Group meeting on Monday.

c. Discussion regarding ideas for future meeting/agenda items

Mayor Jablow advised there will be a City Council meeting tomorrow starting at 3:00 p.m., and the Tourism Advisory Board interviews will be held on Thursday, September 28, 2023 starting at 10:00 a.m. in Council Chambers.

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 Jablow adjourned the meeting at 7:18 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 26, 2023.

JoAnne Cook, CMC, City Clerk

Date

**Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, September 27, 2023, 3:00 p.m.**

1. Call to Order

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

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog joined via Teams, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Andy Dickey Attorney Kurt Christianson, Communications Manager Lauren Browne, Planning Manager Cari Meyer, Director of Wastewater Roxanne Holland, Director of Community Development Steve Mertes, Sustainability Manager Bryce Beck, City Clerk JoAnne Cook, and Deputy City Clerk Marcy Garner.

3. Special Business

- a. AB 2983 **Presentation/discussion** regarding the City of Sedona and Arizona Water Company's collaborative work on a local Water Resource Assessment and Integrated Water Demand Management Program.

Presentation by Arizona Water Company Division Manager John Snickers, Vice President of Water Resources Terri Sue Rossi, Chief Hydrologist Jeff Inwood and Water Conservation Coordinator Raluca Mihalcescu.

Questions from the council at 4:42 pm.

- b. **Discussion/possible action** regarding future meetings/agenda items – None.

4. Executive Session

If an Executive Session is necessary, it will be held at Sedona City Hall, 102 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.**

5. Adjournment

Mayor Jablow adjourned the meeting at 5:08 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 27, 2023.

Marcy Garner, Deputy City Clerk

Date

**Action Minutes
Special City Council Meeting
Sedona City Hall, Vultee Conference Room
106 Roadrunner Drive, Sedona, Arizona
Thursday, September 28, 2023, 10:00 a.m.**

1. Call to Order

Mayor Jablow called the meeting to order at 10:00 a.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog joined via Teams, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Councilor Jessica Williamson was absent and excused.

Staff Present: Deputy City Clerk Marcy Garner

3. Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 10:01 a.m. Seconded by Councilor Kinsella. Motion carried unanimously with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed.

Entered executive session for item 3a at 10:02 a.m.

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

- a. **Discussion/consideration** regarding the employment, assignment, and appointment of Tourism Advisory Board applicants including interview of the following applicants. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Marcy Garner gave the admonition.

Cameron Wylde arrived at 10:02 a.m. for his interview. He answered questions and follow-up questions from Council. Concluded at 10:50 a.m.

Break at 10:50 a.m. Reconvened at 11:00 a.m.

Sondra Bruone entered at 11:00 a.m. for her interview. She answered questions and follow-up questions from Council. Concluded at 11:45 a.m.

Break at 11:45 p.m. Reconvened at 1:00 p.m.

Bob Pifke entered at 1:00 p.m. for his interview. He answered questions and follow-up questions from Council. Concluded at 1:49 p.m.

Break at 1:49 p.m. Reconvened at 3:00 p.m.

John Fitzgibbons began his interview at 3:00 p.m. He answered questions and follow-up questions from Council. Concluded at 3:44 p.m.

Break at 3:44 p.m. Reconvened at 4:00 p.m.

Randy McGrane began his interview at 4:00 p.m. He answered questions and follow-up

questions from Council. Concluded at 4:46 p.m.

Break at 4:46 p.m. Reconvened at 5:00 p.m.

Danielle Sonn began her interview at 5:00 p.m. She answered questions and follow-up questions from Council. Concluded at 5:41 p.m.

Motion: Mayor Jablow moved to return to open session at 5:42 p.m. Seconded by Councilor Williamson. Motion carried unanimously with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed.

b. Return to open session at 5:42 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 5:42 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 28, 2023.

Marcy Garner, Deputy City Clerk

Date



City of Sedona Proclamation Request Form

Full Name of Contact Person	Tracey McConnell
Contact Phone Number	(928) 282-2755
Contact Mailing Address	PO Box 595, Sedona AZ 86339
Contact Email Address	tracey@verdevalleysanctuary.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Verde Valley Sanctuary
Website Address (if applicable)	https://verdevalleysanctuary.org/
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Ploog and Kinsella
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	October 2023
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☒ Presentation at Meeting ☐ 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.	Tracey McConnell or Jessye Johnson Community Development Director or Executive Director Verde Valley Sanctuary PO Box 595, Sedona AZ 86339 (928) 282-2755 or (928) 239-4874 tracey@verdevalleysanctuary.org or jessye@verdevalleysanctuary.org

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

The Verde Valley Sanctuary (VVS) began 30 years ago (1993) as a grassroots organization of women who were concerned about domestic violence in our community. The original group of volunteers began taking crisis calls in their homes and transporting victims of abuse to the nearest shelters 50+ miles away in Flagstaff, Prescott, and Phoenix. Thanks to generous donations from the community, VVS opened the first domestic violence shelter in the Verde Valley region in 1994 with a leased modular home that slept six. Since then, VVS has strategically expanded and now offers comprehensive services for survivors of domestic and sexual violence.

Our mission is to provide safety, services, and comfort to survivors of domestic and sexual violence.

Impact: In Fiscal Year 2022/2023, VVS provided more than 5,300 services to over 1,250 survivors of domestic and sexual violence. VVS also provided over 140 prevention education presentations to over 1,000 youth.

Locations: Sedona, Cottonwood, Clarkdale, Jerome, and Camp Verde.

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?

Community Connections: We meet at events and at random - to share experiences, help others, improve our community, enjoy the arts, and celebrate our heritage.

We will help nurture a safe, supportive community that is responsive to the needs of youth and families.

Verde Valley Sanctuary plans to submit a public service announcement and post social media regarding Domestic Violence Awareness Month.

October was first declared as National Domestic Violence Awareness Month in 1989. Since then, October has been a time to acknowledge domestic violence survivors and be a voice for its victims. Domestic violence is prevalent in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality. Physical violence is often accompanied by emotionally abusive and controlling behavior as part of a much larger, systematic pattern of dominance and control. Domestic violence can result in physical injury, psychological trauma, and even death. The devastating consequences of domestic violence can cross generations and last a lifetime.

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*



**Domestic Violence Awareness Month
October 2023**

WHEREAS, domestic violence is a pattern of coercive control and abusive behaviors in any intimate or familial relationship that are used to gain and maintain power and control over another; and

WHEREAS, domestic violence can present in many different ways, including: Emotional Abuse, Economic Abuse, Physical Abuse, Using Children, Reproduction Coercion, Isolation, and Sexual Abuse; and

WHEREAS, domestic violence is an issue affecting Arizonans in all communities, regardless of age, race, gender, economic status, religion, nationality, or educational background; and

WHEREAS, more than 12 million women and men are victims of rape, physical violence or stalking by an intimate partner in the United States every year, averaging 24 people per minute; and

WHEREAS, one in four women and one in ten men have experienced contact sexual violence, physical violence, and/or stalking by an intimate partner during their lifetime; and

WHEREAS, 30 percent of children exposed to intimate partner violence had their first exposure before the age of two, and an additional 26 percent had their first exposure between the ages of two and seven; and

WHEREAS, victims of domestic violence are more likely to experience long-term mental and physical health concerns including a higher risk of chronic disease, substance abuse, post-traumatic stress disorder, depression, anxiety, and risky behaviors; and

WHEREAS, promoting healthy, respectful, and nonviolent relationships can help reduce the occurrence of intimate partner violence, support survivors, and lessen short and long-term harm on individuals, families, and communities; and

WHEREAS, Domestic Violence Awareness Month provides an important opportunity to enhance education, prevention and intervention efforts around domestic violence and support organizations and individuals who provide advocacy efforts, services, and assistance to victims.

NOW, THEREFORE, I, Scott Jablow, Mayor of the City of Sedona, Arizona, on behalf of the City Council, do hereby proclaim October 2023 as DOMESTIC VIOLENCE AWARENESS MONTH and call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools, and colleges in the City of Sedona to support domestic violence survivors and take a stand against all forms of violence and abuse in relationships.

Issued this 10th day of October, 2023.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Nate Meyers
Contact Phone Number	928-282-7038
Contact Mailing Address	735 Jordan Rd Sedona, 86336
Contact Email Address	director@sedonamuseum.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Sedona Heritage Museum
Website Address (if applicable)	www.sedonamuseum.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Vice Mayor Ploog, Councilor Furman
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	October 18, 2023
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting 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.	Nate Meyers (see above)

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

Mission: The Sedona Heritage Museum studies, shares, and honors Sedona's unique history.

The Sedona Heritage Museum opened on October 18, 1998, in Jordan Historical Park. Since that time the Museum has offered countless exhibits, educational programs, and special events in pursuit of our mission to preserve and share the history of Sedona and Red Rock country. The Museum enjoys a well-earned reputation as one of the premier museums in the Verde Valley.

Among the many achievements over the years: countless exhibits documenting our community's unique history; sharing Sedona history with thousands of local students; establishing a research library for people to explore our history on their own; preserving tens of thousands of artifacts and archival items which document the history of Sedona and Red Rock Country; working with local business to preserve the more than 100 year old Schuerman grapevines from the first vineyard and winery in Arizona; aiding the City of Sedona's Historic Preservation Commission in researching and landmarking historic buildings throughout the city; preserving the Scuerman Homestead and getting it listed on the National Register of Historic Places; preserving Sedona's earliest cemeteries; and so much more.

After more than two decades of steady growth overseen by an incredible group of volunteers, the Museum hired its first professional executive director in 2022, ushering in a new and exciting era for the Museum.

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 Sedona Heritage Museum is both Sedona's only museum, and is the only institution dedicated to preserving the history of our amazing community. The Museum's 25th Anniversary is an excellent opportunity for the City of Sedona to honor this invaluable community asset.

The work of the Sedona Heritage Museum is directly connected to one of the goals of the Community portion of the Sedona Community Plan: "preserve and celebrate the community's history." In addition, the Museum is an asset for City staff as they explore and draw on Sedona's history to improve the community's future.

The Museum would promote this proclamation through all of our communication tools - in our newsletter, on social media, other communications to our membership, and as announcements prior to events through the end of 2023. In addition we would frame the proclamation and hang it in the lobby through the remainder of our 25th Anniversary year.

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
25th Anniversary of The Sedona Heritage Museum
October 18, 2023**

WHEREAS, on October 18, 1998, the Sedona Heritage Museum was opened by a small group of dedicated volunteers who had a common vision for the creation of an entity dedicated to discovering, preserving, interpreting and sharing the stories of our cultural past; and

WHEREAS, the Sedona Heritage Museum believes that there is a rich local history, heritage of cultural tradition, body of knowledge, accomplishments and contributions made by Sedona residents, both in the past and continuing today and worthy of remembering; and

WHEREAS, the Sedona Heritage Museum is a unique organization with a mission to research, preserve and teach the history of the greater Sedona area; and

WHEREAS, the Sedona Heritage Museum has, over the last 25 years, presented countless exhibits, programs, presentations, speakers, special events, and student experiences to educate and inspire a deeper knowledge of the Sedona's unique history; and

WHEREAS, the Sedona Heritage Museum owns and manages an extensive collection of materials on the people, places, and events of the Sedona area, including operation of the community's two historic cemeteries, and a surviving homestead house and building from the old Sedona movie set; and

WHEREAS, through the Sedona Heritage Museum's work, present and future generations of residents can discover and connect with Sedona's, past, learn from historical leaders and milestones, and impact the future;

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, hereby proclaim Wednesday, October 18, 2023, as Sedona Heritage Museum Day in Sedona.

Issued this 18th day of October, 2023.

Scott Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Bea Hanks
Contact Phone Number	928-641-8001
Contact Mailing Address	P.O. Box 13, Sedona, AZ 86339-0013
Contact Email Address	beahanks1@gmail.com rabbimagal@jcsvv.org
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	Mitzvah Day sponsored by the JewishCommunity of Sedona/Verd Valley
Website Address (if applicable)	https://www.jcsvv.org/get-involved/social-action/
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Kathy Kinsella Holli Ploog
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	Sunday, October 29, 2023
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	☒ Presentation at Meeting ☐ 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.	Rabbi Alicia Magal 928-554-5686 rabbimagal@jcsvv.org and Bea Hanks 828-641-8001 beahanks1@gmail.com on behalf of JCSVV

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

Mitzvah Day is a community-based, interfaith, intergenerational day of service to local organizations. Mitzvah Day is organized by the synagogue with participation by local churches and civic and philanthropic groups.

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?

Volunteerism is a hallmark of the Sedona/VV community. The support that our community organizations receive from residents is vital to the good work those organizations are able to provide. Volunteers experience a sense of belonging and fulfillment. Mitzvah Day organizes support for numerous projects but is also a celebration of the ongoing support that is regularly and tirelessly exhibited in our community.

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

**Office of the Mayor
City of Sedona, Arizona**



**Proclamation
Mitzvah (Good Deed) Day
October 29, 2023**

WHEREAS, individuals and non-profit organizations in Sedona need help beyond what their means and current structures provide; and

WHEREAS, volunteerism is the willingness of people to serve others without being motivated by their own financial gain; and

WHEREAS, "Mitzvah," the Hebrew word for "Commandment," has come to express acts of human kindness; and

WHEREAS, since Mitzvah Day began in 2007, and helps organizations attract new volunteers for work not only that day but throughout the year, thereby providing important support to organizations serving our community; and

WHEREAS, this day of service represents a significant value experience belonging and fulfillment and to the organizations of Sedona that provide vital community support.

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the important role of service in the community do hereby proclaim Sunday, October 29, 2023, as Mitzvah (Good Deed) Day – a spirit led day of community service to individuals and organizations in Sedona and the Verde Valley and urge all citizens to recognize the outstanding work of volunteers and to support these efforts by volunteering for one of the many projects designed to care for one another, the community, and the planet.

Issued this 10th day of October, 2023.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



City of Sedona Proclamation Request Form

Full Name of Contact Person	Jawn McKinley or Joy Sinnott
Contact Phone Number	928- 282-2690 1-970-946-3981
Contact Mailing Address	49 Pinon Court Sedona Az 86336
Contact Email Address	jawnmckinley@gmail.com
Group, Organization, Activity or Event Being Recognized (Please make sure you provide complete and current information about the group or event)	SedonaKind
Website Address (if applicable)	SedonaKind.org
Name of the sponsor(s) of the Proclamation (2 Council members or the City Manager)	Holli Ploog Kathy Kindsella
What is the proclaimed day, days, week or month? (e.g. 10/11/12, October 11-17, 2012, October 2012)	11/13/ 2023
Would you like to attend a Council meeting for formal presentation of the Proclamation or would you like to pick it up?	Presentation at Meeting 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.	Jawn McKinley 928-282-2690 jawnmckinley@gmail.com Joy Sinnott 1-970-946-3981 joymsinnott@msn.com

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

The mission statement of SedonaKind is "to encourage acts of kindness, large and small, locally and around the world"

SedonaKind began in 2015, was under the umbrella of Cornucopia Community Advocates until 2020, when we became our own NPO.

It is a totally volunteer organization, in 2020 we were named non-profit of the year by the Sedona chapter of the Arizona Community Foundation.

We have partnered with over 20 NPO organizations in Sedona to create special kindness events and projects.

A few of our signature projects include our Kindness in Schools Committee, which goes into West Sedona School, Oak Creek School and the Charter school to read curated kindness books to the children, with activities and puppet shows. We have provided school supplies for the teachers for the past 4 years. During the pandemic, when we couldn't go into the classrooms, we created a Kindness Corner at the Library in the Children's Room, with 50 take away kindness craft Kits every month and a Kindness Tree where the children could make ornaments and record their own acts of kindness.

Some other projects include: Operation Special Delivery- honoring unsung heroes in our community, supporting local Veterans, Kind Art From the Heart with the Boys and Girls Club, Donating 16 permanent Kindness Benches to the City of Sedona, knitting over 900 knitted hats each year for the school children. Creating over 8000 Kindness Charms which are in very state in the US and 63 countries around the world.

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?

World Kindness Day is November 13th around the world, and SedonaKind began asking our City to join us in recognizing this important day. We started with one Kindness day, then a Kindness Week, and now we call it a 'Season of Kindness'. It includes special activities in all the schools with our Kindness in School Committee, Gratitude Trees which are put up in schools, our Library, businesses and nursing homes where the community can write on special ornaments what they are grateful for. We create and distribute Blessing Bags for homeless Veterans. Our Kindness Day movie at the Mary Fisher Theater as we partner with the Sedona Film Festival is a fund raiser which donates the profits to different causes in our community each year. All tickets are priced so all can attend, and we have a matching anonymous donor each year who matches the funds and donations we receive. We have donated to food insecurity programs, PTSD Veteran support, and schools and teachers to name a few. This Proclamation is the official beginning of our Season of Kindness, and we reach many hundreds of our community members in all age groups will all the different events we offer during this time. The support of our City is an important factor in promoting and highlighting these events. We will have coverage in Sedona Monthly, the Red Rock News, Sedona.Biz, and social media, and with the different groups we partner with. SedonaKind is grateful for the support by the city in the past, and hopes to make this 2023 Season of Kindness the most inclusive and most far reaching one ever.

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

*Office of the Mayor
City of Sedona, Arizona*



**Proclamation
Sedona Kindness Day
November 13, 2023**

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

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

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

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

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

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

NOW, THEREFORE, I, SCOTT JABLOW, MAYOR OF THE CITY OF SEDONA, ARIZONA, ON BEHALF OF THE SEDONA CITY COUNCIL, in recognition of the historical value and the international commitment to observing a day to celebrate kindness, do hereby proclaim Monday, November 13, 2023 as Sedona Kindness Day and encourage all citizens of Sedona to acknowledge and take to heart the statement by Seneca "Wherever there is a human being, there is an opportunity to be kind".

Issued this 10th day of October 2023.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk



**CITY COUNCIL
AGENDA BILL**

**AB 2999
October 10, 2023
Consent Items**

Agenda Item: 3h

Proposed Action & Subject: Approval for award of a Professional Services Contract with Sunrise Engineering, Inc. in an amount not-to-exceed \$139,500 for design of the WWRP UV Upgrades.

Department	Wastewater
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. Professional Services Contract

City Attorney Approval	Reviewed 10/02/23 KWC	Expenditure Required
		\$ 139,500
City Manager's Recommendation	Approve award of a Professional Services Contract with Sunrise Engineering, Inc. for the design of the UV Replacement Project in an amount not-to-exceed \$139,500 subject to approval of a written contract by the City Attorney's office.	Amount Budgeted
		\$ 709,500 (FY24 design & construction) \$2,860,000 (FY 25 design & construction)
		Account No. 59-5252-89-68D6 (Description) WWRP Treatment Process Upgrades (WW-09)
		Finance Approval ☒

Background:

The Wastewater Reclamation Plant (WWRP) uses ultraviolet (UV) disinfection as the final treatment process. UV disinfection kills harmful bacteria in the water and is required to meet A+ water quality standards. Without UV disinfection, we would not be able to dispose of treated effluent to the wetlands or aquifer recharge.

The existing UV system was installed in 2012. The system is an open channel where UV bulbs are submerged in the channel and water flows through. All of the UV lights are illuminated 24 hours daily, regardless of water level. UV bulbs and ballasts are replaced annually to ensure proper disinfection. Historically the city used after-market bulbs and ballasts, resulting in a cost savings for annual maintenance. Recently a loss in disinfection efficacy has resulted in the requirement to use the system manufacturers proprietary bulbs and ballasts for manufacturer

support of the system. This resulted in significant increases in annual maintenance costs, which are now \$100,000+ annually. We continue to see reduced bulb life and slight increases in the occurrence of low levels of fecal coliform in the treated water, which can lead to permit violations if occurrences happen four or more days per week. This is an indication that the current UV system is nearing the end of its useful life. When fecal coliform is present in the treated water, after it's been through the UV disinfection, the WWRP stops sending effluent to the wetlands and aquifer recharge until the fecal coliform levels return to non-detect (typically within 24 hours).

In fiscal year 2023, the City contracted with Sunrise Engineering, Inc. to complete a feasibility study on replacing the UV system. The report evaluated several options for replacement of the current UV system, including upsizing the system for additional capacity to account for anticipated future increases in daily flows. Options evaluated include:

- Replacing current UV system with the same type of UV system at its current location;
- Replacing current UV system with a non-contact UV system at a new location just downstream of the current location; and
- Replacing current UV system with a non-contact UV system, utilizing abandoned tertiary sand filter basins.

The recommended option from the feasibility study is to replace the current UV system with a non-contact UV system, utilizing abandoned tertiary sand filter basins for the new location. In non-contact UV systems, UV bulbs are housed within a structure and the water flows through tubes. As opposed to an open channel system, the UV lights in a non-contact system can automatically turn on and off, based on the water levels within in the tubes. Efficacy and hours of use of the UV lights are measured in each individual bulb, and thus bulbs can be rotated to extend the time frame in which they need replacing. Non-contact UV systems also require less energy use because the bulbs are not constantly illuminated, with an average power consumption that is 25%-40% lower than an open channel UV system.

Staff is recommending approval of the Professional Services Contract with Sunrise Engineering, Inc. for the design of the UV Replacement Project, in an amount not-to-exceed \$139,500. Design and permit amendments are anticipated to be complete in May 2024. Staff will be pursuing a Construction Manager at Risk (CMAR) for the construction phase, to bring a contractor on board during the design phase, allowing for contractor input on constructability and value engineering during the design process. A CMAR contractor will be chosen from proposals in November 2023. Construction can begin in June 2024 and will be complete in fiscal year 2025.

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

This project meets the Climate Action Plan goal of ensuring long term access to clean energy while reducing the fiscal and environmental impacts of consumption.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Council could elect not to award the Professional Services Contract for the UV Replacement Project design. Doing so would result in continued high annual maintenance costs for the existing UV system, and would potentially increase the risk of fecal coliform violations.



I move to: approve award of a Professional Services Contract with Sunrise Engineering, Inc. for the design of the UV Replacement Project in an amount not-to-exceed \$139,500 subject to approval of a written contract by the City Attorney's office.

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

This Professional Services Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 ____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Sunrise Engineering, Inc. ("CONSULTANT").

RECITALS

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

AGREEMENT

The parties agree as follows:

1. SCOPE OF WORK.

- A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with the **WWRP UV Replacement Project** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.
- B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the

terms and scope of this Agreement.

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

2. **COMPENSATION; BILLING.**

- A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **\$139,500**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.
- B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.
- C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

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

3. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.
4. **PROFESSIONAL RESPONSIBILITY.** CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.
5. **COMPLIANCE WITH LAW.** It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT will indemnify, defend (except Professional Liability Claims) and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
7. **INSURANCE.**

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."
5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

- D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under

the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

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

- E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
 - F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.
 - G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
 - H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.
 - I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.
8. **NON-ASSIGNABILITY.** Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
9. **TERM; TERMINATION.**
- A. Term. This Agreement shall terminate on **October 10, 2024**, or at such time as the work in the Scope of Work is completed, whichever occurs first.
 - B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and

equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

- C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.
 - E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.
10. **VENUE; JURISDICTION; JURY TRIAL WAIVER.** This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.
11. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
12. **NO WAIVER.** Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.
13. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits, is the entire

agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION.** CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**

- A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.
- B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
- E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."
16. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
17. **DELAYS.** CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.
18. **REMEDIES UPON BREACH.** If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.
19. **CONFLICT OF INTEREST.** From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

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

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

CONSULTANT: Sunrise Engineering, Inc.
2045 S. Vineyard, Suite 101
Mesa, AZ 85210

21. **EXHIBITS.** The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.
22. **NOTICE TO PROCEED.** Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.
23. **PUBLIC RECORDS.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from any claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.
24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

Karen Osburn, City Manager

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

SUNRISE ENGINEERING, INC

By:_____

Title:_____

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

EXHIBITS

Exhibit A

- ☒ Scope of Work and Associated Costs.

Exhibit B

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



Phoenix Metro Office
2045 S. Vineyard, Suite 101, Mesa, Arizona 85210 | 480.768.8600

September 20, 2023

Roxanne Holland
City of Sedona
Phone: 928-203-5069
Email: rholland@sedonaaz.gov

Subject: **CONTRACT for Engineering Services
Wastewater Treatment Plant UV Replacement**

Dear Roxanne,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to the City of Sedona (Client), to provide Engineering Services for the Wastewater Treatment Plant (WWTP) UV Addition project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services.

Scope of Services

The City of Sedona would like to install a non-contact UV disinfection system at their WWTP located on the west side of the Arizona State Route 89A. Per the City's 2017 Wastewater Master Plan Update (WWMPU), the existing UV system needs to provide a higher flow rate. Client also desires a system that will provide more ease of operation and maintenance. The scope of services for this contract is to prepare design and construction documents based on the recommended option per the design report completed in June 2023 by SEI. See Attachment A for an exhibit of the proposed UV System location. The option selected will utilize the existing sand filters to place a proposed non-contact UV system.

The scope of services for this contract is to perform detailed civil and electrical design and permitting required to allow the bidding and construction of the improvements. This scope is based on the Client using the construction manager at risk (CMAR) procurement method. Further details of the proposed scope of work tasks are as follows:

PHASE 0001 – MEETINGS & PROJECT MANAGEMENT: This phase includes the project meetings and overall project management of project and CMAR procurement services, by SEI for the design phase of the project.

Task 001 – Project Meetings: The scope of work included in this task is for the project meetings, which are anticipated to be as follows:

- a. Attend project kick-off meeting to review the overall scope of work, schedule, identify communication lines, project reporting, alignments and confirm the project goals.
- b. Attend up to two (2) progress meetings in person with the Client and CMAR contractor at the 60% and 90% design stages.
- c. Attend weekly coordination meetings after the 60% design completion via internet-based meeting platform (i.e. TEAMS), in the office or field with the Client and CMAR contractor.

Task 002 - Project Management: The scope of work included in this task is for project management, which includes the following:

- a. Prepare and maintain project schedule
- b. Prepare weekly email updates
- c. Coordinate activities of the project team

Task 003 – CMAR Procurement Services: The scope of work included in this task is for project CMAR Procurement services, which includes the following:

- a. Review of CMAR Solicitation Documents
- b. Attend CMAR Pre-Proposal Meeting
- c. Assistance with answering questions during solicitation period/addendums
- d. Participate on SOQ evaluation committee
- e. Review CMAR pre-construction services scope/fee & GMP for construction services

PHASE 0002 – SURVEY & BASE-MAPPING: The goal of this Phase is to develop a base-map of the location proposed for the installation of the UV unit at the WWTP that can be used for design and incorporation into the plans for the project.

Task 001 – Topographic Survey & Base-Mapping: This task includes gathering additional detailed field survey data of the WWTP project site location proposed for the installation of the new UV unit as shown in Attachment A. This survey will collect locations and elevations for surface features, concrete, equipment, electrical, and pipes, where accessible from the surface. This information, along with information from WWTP and utility as-built drawings provided by the Client, will be used to create a base-map of the project site.

PHASE 0003 – CONSTRUCTION DOCUMENTS: This phase of the project includes the design and preparation of construction documents (plans) for the non-contact UV system and the de-commissioning of the existing UV system. The design will be submitted and reviewed at three (3) stages: 60%, 90% and 100% (Final). The plans and specifications will be prepared so they can be submitted to the Client and Arizona Department of Environmental Quality (ADEQ) for approval at the 90% and 100% (Final) stages. This phase will include the following tasks:

Task 001 – 60% Design: The 60% Plans Submittal will include further detailed design and modifications based on the selected option from the design report and feedback from the Client. The following material shall be developed and submitted for review:

- a) Pre-final design sheet with index and general notes
- b) Pre-final UV plant site plan
- c) Pre-final UV plant mechanical design
- d) Pre-final equipment selection
- e) Preliminary grading design
- f) Preliminary special details
- g) Pre-final piping plan and profile sheets
- h) Pre-final location of connections to other lines or facilities
- i) Location of existing utilities and identification of utility conflicts
- j) Pre-final summary of quantities

Task 002 – 90% Design: The 90% Plans Submittal will include further detailed design and modifications based on the 60% design comments and feedback from the Client and CMAR contractor. The following material shall be developed and submitted for review:

- a) Pre-final design sheet with index and general notes
- b) Pre-final UV plant site plan
- c) Pre-final UV plant mechanical design
- d) Pre-final equipment selection
- e) Preliminary grading design
- f) Preliminary special details
- g) Pre-final piping plan and profile sheets
- h) Pre-final location of connections to other lines or facilities
- i) Location of existing utilities and identification of utility conflicts
- j) Pre-final summary of quantities

Task 003 – 100% (Final) Plans: SEI will prepare sealed 100% (Final) Construction Plans based on the 90% plan review comments. The construction plans will address the Client and CMAR contractor's comments. The following material shall be developed and submitted to the TOF:

- a) Final design sheet with index and general notes
- b) Final UV plant site plan
- c) Final UV plant mechanical design

- d) Final equipment selection
- e) Final grading design
- f) Final special details
- g) Final piping plan and profile sheets
- h) Final location of connections to other lines or facilities
- i) Location of existing utilities and identification of utility conflicts
- j) Final summary of quantities

Task 004 – Electrical, Instrumentation & Controls (EI&C) Plans: Electrical engineering design to include:

- a) SEI will provide the electrical design for the new UV Plant to include the design of a new electric service for the facility, coordination with Utility for electric service requirements, and electrical distribution to UV Plant equipment.
- b) Electrical plans and specifications will include one-line diagram, power distribution, lighting distribution and control, electrical site plan and specifications for construction.
- c) Instrumentation and Controls/SCADA Design:
 - a. Integration of new UV systems into the existing treatment system process controls and existing SCADA network. Specific design elements include:
 - i. Piping and Instrumentation Diagrams.
 - ii. Control Description.
 - iii. Equipment performance and quality specification.
 - iv. Ancillary instrumentation specification as needed.
 - b. Coordination with Automation Electric to ensure I&C design is compatible with existing hardware, communication protocols, and controls methodologies.
 - i. City's preferred integrator, Automation Electric, is to be written into bid documents as INTEGRATOR, no exceptions.
- d) Design plans and cost estimates will be submitted for review at the 60%, 90% and 100% (Final) stages.

Task 005 – Structural Design: This task includes the structural design (concrete pads and UV platform) and review (existing sand filter channel) for the concrete work required for the proposed UV Plant. This portion of the scope will not begin until after the 60% plans have been submitted and comments received from the Client and will include the following:

- a) Project kick-off meeting and initial site visit
- b) Condition assessment of existing concrete
- c) Provide stamped structural calculations for concrete structure affected by UV installation.
 - a. Bearing calculations for new equipment
 - b. Anchor embed calculations.
 - c. Pipe penetrations through existing walls
- d) Provide details for connections as needed.
- e) Provide structural requirements for access stairs to bottom of sand filter.

- f) Attend up to 4 additional meetings (virtual)

Task 006 – Cost Estimates: SEI will prepare an Engineer's Opinion of Probable Costs for the 60%, 90% and sealed 100% (Final) submittals.

Task 007 – Technical Specifications & Contract Documents: SEI will prepare Technical Specifications for the 60% (Preliminary) and 100% (Final) submittals. These specifications will be included in Client's Contract Documents (General Conditions, Contract Form, Bond Forms, etc. provided by the Client). SEI will provide technical specifications for any items that cannot be covered by MAG Standard Specifications and details or the Client standards.

Task 008 - Permitting: The scope of work for this task is coordination with plan review agencies (ADEQ). This task will prepare applications and submittals working towards plan review approvals needed for project permitting. SEI will obtain "Construction Authorization" (CA) and Aquifer Protection Permit (APP) amendment approval from ADEQ. This task does not include review fees.

SEI will assist Client with fulfilling the requirements of an "Other Amendment" to the APP as directed by ADEQ in a pre-application meeting held on August 28th, 2023. In a follow up email from Ben Calo at ADEQ dated August 31st, 2023, the major components of the "Other Amendment" include:

- Cover Letter
- ADEQ Application Form
- Redline of Existing Permit with Proposed Changes
- Technical Capability
 - Client is to provide applicable licenses, training, and work experience of WWTP staff
- Financial Capability
 - Updated Closure and Post Closure Costs
 - Updated Financial Demonstration
 - CFO Letter
 - Financial Assurance Mechanism
- Evidence of Compliance
 - Municipal or county zoning ordinances, codes, and regulations
 - A certification of compliance provided by Client will meet this requirement.
- Updated Design Report/BADCT Evaluation
 - Design calculations for the UV system flow requested.
 - Design documents showing the new UV system.
- Updated Contingency Plan
- Updated Operations and Maintenance Plan

Task 009 – Quality Control Reviews: SEI will perform internal quality control reviews of the project. The construction documents will be reviewed by a qualified individual other than the originator to review the plans for accuracy, conciseness, and ability to convey the intent to the contractor(s).

PHASE 0004 – ALLOWANCES: This phase of this project includes allowances for the project to cover any reimbursable expenses. This phase will include the following task:

Task 001 – Reimbursable Expenses: This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, etc.) and delivery services. Backup documentation for expenses will be provided to the Client.

Scope of Work Exclusions & Conditions

1. Boundary survey is not included in the scope of work, nor is it anticipated to be required.
2. Construction staking is not included in the scope of work.
3. Construction services (Post Design and Engineer of Record) are not included in the scope of work. If requested or required, these services can be provided on a time and material basis at the rates show in Attachment C in addition to the contract cost or through a contract amendment.
4. Review, processing, permitting and all other fees are excluded.
5. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Material basis depending on method of execution.
6. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates and fees shown in Attachment C.

Fees

The fee for this scope of work is summarized in the Fees Summary Table in Attachment B. Phases (0001-0003) will be performed on a Lump Sum basis per Attachment B and the Allowances Phase (0004) will be performed on a Time and Materials, Not to Exceed (T&M, NTE) basis per the fees/rates shown in Attachment C.

Schedule

The time anticipated to complete this scope of work is approximately 8 months upon Notice to Proceed (NTP). The anticipated project schedule is shown in Attachment D.

Proposal Expiration and Notice to Proceed

The Scope, Fee and Terms outlined in this proposal (contract) will be deemed valid and will be honored by SEI for a period of up to 60 calendar days from the date listed on page 1. After that time, SEI reserves the right to void the proposal.

Once a signed contract is returned to our office, the Scope, Fee and Terms will be in force for the duration of the project subject to the Terms and Conditions provided herein. A signed contract will also be considered a Notice to Proceed (NTP) for SEI to start providing the services as outlined in this contract.

If you are interested in having us complete the services outlined in this proposal, please execute the agreement below and return one copy to our office. Client will be billed monthly based on the amount of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due 30 days from the date of the invoice.

If you have any questions regarding this proposal, please contact me at (480) 768-8600. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, INC.



Geoffrey S. Child, P.E.
Vice President

ACCEPTED & AGREED
City of Sedona

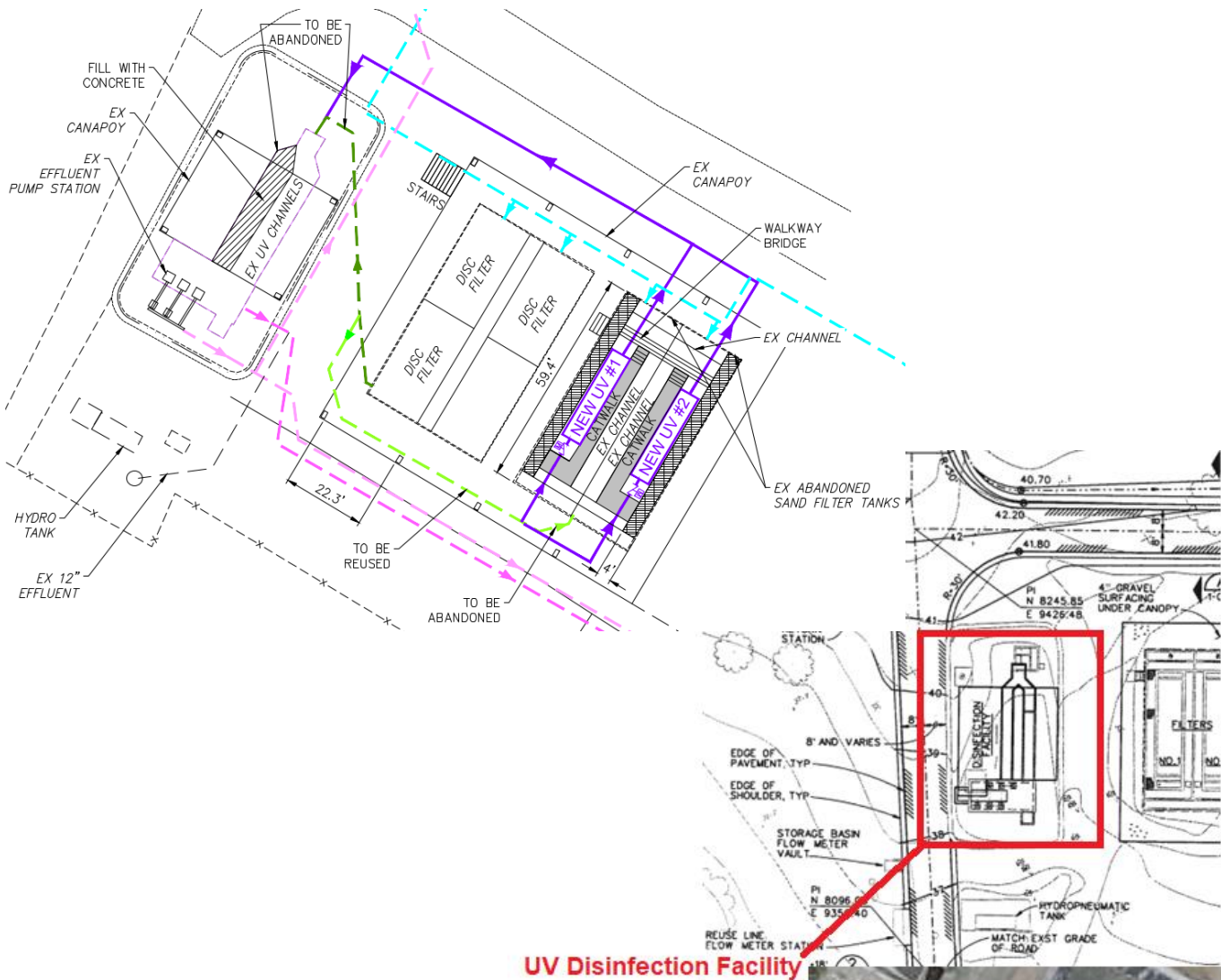
By: _____
Signature

Printed Name

Title: _____
Print Title

Date: _____
Date

ATTACHMENT A



Cost Summary

Phase	Task	Work Task Description	(\$)	*Fee Type
0001		Meetings & Project Management		
	001	Project Meetings	\$9,400	
	002	Project Management	\$8,200	
	003	CMAR Procurment Services	\$5,300	
		Subtotal	\$22,900	Lump Sum
0002		Survey & Base-Mapping		
	001	Togopgraphic Survey & Base-mapping	\$4,300	
		Subtotal	\$4,300	Lump Sum
0003		Construction Documents		
	001	60% Design	\$26,600	
	002	90% Design	\$15,700	
	003	100% (Final) Plans	\$9,100	
	004	Electrical, Instrumentation & Controls (EI&C) Plans	\$15,500	
	005	Structural Design	\$9,600	
	006	Cost Estimates	\$4,500	
	007	Technical Specifications & Contract Documents	\$8,400	
	008	Permitting	\$18,300	
	009	Quality Control Reviews	\$3,600	
		Subtotal	\$111,300	Lump Sum
0004		Allowances		T&M
	001	Reimbursable Expenses	\$1,000	
		Subtotal	\$1,000	T&M
		Lump Sum Total	\$138,500	
		**Total T&M Not to Exceed (Budgeted)	\$1,000	
		CONTRACT TOTAL	\$139,500	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

**Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

SUNRISE ENGINEERING, INC.

Arizona Offices
2023 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$117 <i>per hour</i>	051	Administrative I	\$47 <i>per hour</i>
102	Engineer (E.I.T.) II	\$127	052	Administrative II	\$57
103	Engineer (E.I.T.) III	\$137	053	Administrative III	\$67
104	Engineer III	\$167			
105	Engineer IV	\$187	921	Survey Tech I	\$89
106	Engineer V	\$207	922	Survey Tech II	\$99
110	Principal Engineer	\$228	930	Survey CAD Tech	\$139
711	Project Manager I	\$159	935	Survey Crew Chief	\$165
712	Project Manager II	\$179	940	Survey Manager	\$175
301	Engineering Tech I	\$95	945	Registered Surveyor	\$189
302	Engineering Tech II	\$115	950	Principal Surveyor	\$209
303	Engineering Tech III	\$129	351	Construction Observer I	\$85
304	Engineering Tech IV	\$139	352	Construction Observer II	\$95
401	CAD Technician I	\$89	353	Construction Observer III	\$105
402	CAD Technician II	\$99	354	Construction Observer IV	\$115
403	CAD Technician III	\$109	357	Construction Manager I	\$125
404	CAD Technician IV	\$119	358	Construction Manager II	\$145
510	Civil Plan Reviewer	\$150	MILE	Mileage	\$0.625 <i>per mile</i>

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

ATTACHMENT D

Sedona																
	Task Name	Duration	Start	Finish	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter								
					Se	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Sedona WWTP UV Upgrade	168 days	Thu 9/21/23	Mon 5/13/24												
2	Project Kick-Off	29 days	Thu 9/21/23	Tue 10/31/23												
3	Submit Project Proposal	1 day	Thu 9/21/23	Thu 9/21/23												
4	Council Review of Proposal	13 days	Fri 9/22/23	Tue 10/10/23												
5	Schedule Kick-Off Meeting	10 days	Wed 10/11/23	Tue 10/24/23												
6	Kick-Off Meeting/NTP	0 days	Tue 10/24/23	Tue 10/24/23												
7	Topographic Survey	5 days	Wed 10/25/23	Tue 10/31/23												
8	Construction Documents	124 days	Wed 11/1/23	Mon 4/22/24												
9	60% Design	49 days	Wed 11/1/23	Mon 1/8/24												
10	CMAR Pre-Bid Meeting	0 days	Tue 11/14/23	Tue 11/14/23												
11	CMAR Selection	20 days	Tue 11/14/23	Mon 12/11/23												
12	City 60% Review	20 days	Tue 1/9/24	Mon 2/5/24												
13	90% Design	20 days	Tue 2/6/24	Mon 3/4/24												
14	City/CMAR 90% Review	20 days	Tue 3/5/24	Mon 4/1/24												
15	100% Design	10 days	Tue 4/2/24	Mon 4/15/24												
16	City Approval	5 days	Tue 4/16/24	Mon 4/22/24												
17	ADEQ APP Amendment	70 days	Tue 2/6/24	Mon 5/13/24												
18	Prepare APP Amendent	20 days	Tue 2/6/24	Mon 3/4/24												
19	Schedule Pre-Submittal Meeting	10 days	Tue 3/5/24	Mon 3/18/24												
20	Pre-Sub Meeting	0 days	Mon 3/18/24	Mon 3/18/24												
21	APP Amendment Adjustments	20 days	Tue 3/19/24	Mon 4/15/24												
22	APP Amendment Submittal	0 days	Mon 4/15/24	Mon 4/15/24												
23	ADEQ Approval	20 days	Tue 4/16/24	Mon 5/13/24												



CITY COUNCIL AGENDA BILL

AB 3001
October 10, 2023
Consent Items

Agenda Item: 3i

Proposed Action & Subject: Approval of a Resolution establishing a salary equivalent for purposes of computing workers' compensation insurance premium and compensation benefits for volunteers.

Department City Manager

Time to Present NA

Total Time for Item

Other Council Meetings NA

Exhibits: A. Resolution

City Attorney Approval	Reviewed 10/02/23 KWC	Expenditure Required	
		\$	2,777
City Manager's Recommendation	Approve a Resolution establishing a salary equivalent for purposes of computing workers' compensation insurance premium and compensation benefits for volunteers.	Amount Budgeted	
		\$	1,960
		Account No. (Description)	10-XXXX-XX-6136 (various departments/ programs – General Fund workers comp)
		Finance Approval	☒

SUMMARY STATEMENT

Background: It has been the City's longstanding practice to provide workers' compensation insurance benefits for its volunteers. This protection is being provided in exchange for their contributions to the organization and the community, and intended to keep these individuals whole should they suffer an injury while performing volunteer service. State statute requires that the City Council take official action to sanction this practice. The workers' compensation provider, the Arizona Municipal Risk Retention Pool, states they provide coverage per our insurance policies even if the statutory requirement of a resolution has not yet been met. But the requested action will bring us into compliance with the letter of the state law.

The workers' compensation rate for volunteers is currently \$3.56 per volunteer/per month. The workers' compensation insurance premium expense will be \$2,777 annually based on the City having approximately 60 persons volunteering each month. The Resolution accounts for up to 70 volunteers to accommodate growth in number of volunteers likely to occur over time.

While the amount budgeted for FY 2024 is less than the annual projected amount, there is expected to be more than sufficient vacancy savings to cover any actual costs exceeding the budget.

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

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): N/A

MOTION

I move to: approve Resolution 2023-__ establishing a salary equivalent for purposes of computing workers' compensation insurance premium and compensation benefits for volunteers.

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE SEDONA CITY COUNCIL ESTABLISHING A
SALARY EQUIVALENT FOR PURPOSES OF COMPUTING WORKERS'
COMPENSATION INSURANCE PREMIUM AND COMPENSATION
BENEFITS FOR VOLUNTEERS.**

RECITALS:

WHEREAS, Section 23-901.6 of the Arizona Revised Statutes states volunteer workers of a city may be deemed to be employees and entitled to workers' compensation benefits upon the passage of a resolution or ordinance by city defining the nature and type of volunteer work and the number of workers to be entitled to such benefits; and

WHEREAS, the basis for computing compensation benefits and premium payments shall be four hundred dollars per month for the City of Sedona, Arizona.

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA AS FOLLOWS:**

SECTION 1. That the salary equivalent for volunteers under A.R.S. 23-901.06 for the City of Sedona is FOUR HUNDRED DOLLARS (\$400.00) per month for the purposes of premium payments and compensation benefits under the workers' compensation provision of the Arizona Revised Statutes, to be effective the 10th day of October, 2023.

SECTION 2. That the number volunteers eligible for coverage under the workers' compensation coverage is up to seventy (70) and the nature and type of work is: Parks and Recreation Department volunteers, Parks and Recreation Rangers, Planning and Zoning Commission members, Historic Preservation Commission members, Tourism Advisory Board members, Public Safety Personnel Retirement System local board members, Bicycle Coordinators, Sustainability volunteers, and Police volunteers (nonprofessional).

APPROVED AND ADOPTED by the Mayor and City Council of the City of Sedona, Arizona this 10th day of October, 2023.

Scott M. Jablow, Mayor

ATTEST:

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



**CITY COUNCIL
AGENDA BILL**

**AB 3004
October 10, 2023
Consent Items**

Agenda Item: 3j

Proposed Action & Subject: Approval of a recommendation regarding an application for a Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ (File #20557580).

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 10/02/23 KWC	Expenditure Required
		\$ 0
City Manager's Recommendation	Recommend approval of a new Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ.	Amount Budgeted
		\$ 0
		Account No. N/A (Description)
		Finance ☒ Approval

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an application for a Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ (File# 20557580). The liquor license application is available for review and inspection in the City Clerk's office or by email.

A Series 12 Liquor License is a non-transferable, on-sale retail privileges liquor license that allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Community Development, Finance, the City Clerk's Office, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Recommend denial of a new Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ (File #20557580). Reasons for a recommendation of denial would need to be specified.

MOTION

I move to: recommend approval of a new Series 12 Restaurant Liquor License for Basecamp Sedona Beer Company located at 70 Dry Creek Road, Sedona, AZ (File #20557580).



CITY COUNCIL AGENDA BILL

AB 3000
October 10, 2023
Regular Business

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible direction on the DRAFT Rules of Procedure for the City's new 11-member Tourism Advisory Board.

Department City Manager

Time to Present 5 minutes

Total Time for Item 30 minutes

Other Council Meetings April 12, 2023, May 10, 2023, August 22, 2023 (Exec Session), September 12, 2023, September 26, 2023

Exhibits: A. DRAFT Rules of Procedure

City Attorney Approval	Reviewed 10/02/23 KWC	Expenditure Required	
		\$	N/A
City Manager's Recommendation	For discussion and direction only.	Amount Budgeted	
		\$	N/A
		Account No. (Description)	
		Finance Approval	☒

SUMMARY STATEMENT

Background: On May 10, 2023 the City Council adopted a resolution to establish an 11-member Tourism Advisory Board (TAB). That resolution called for the new TAB to review and provide input on Rules of Procedure for how they will function as a newly established Board. On September 12, 2023, City Council discussed the TAB further and set the roles and responsibility and the 12+ month work program for the TAB.

Prior to the new Board convening, likely sometime in November 2023, the City Council will need to develop a Rules of Procedure document, then provide those Rules to the new Board for their review and feedback. The Exhibit A Rules of Procedure document has been prepared for Council's review and consideration. The Rules of Procedure document incorporates the general direction given by the City Council during previous discussions about the creation of the TAB. Council can either forward the draft Rules of Procedure document, as drafted, to the TAB for their consideration, or direct staff to make changes to the draft Rules of Procedure document prior to submitting it to the TAB.

Once the TAB members have had a chance to provide input, the Rules of Procedure will be returned to the City Council for their final consideration and formal action to adopt them.

Note: While the Rules of Procedure document calls for the minimum frequency of TAB meetings to be held quarterly, because the body will be new and the work program more demanding initially as the foundation of the Tourism Bureau is established, it is more likely that for the first year or so, meetings may be needed more frequently. In the future, when the tourism program is more established, meetings may only be needed quarterly. The Rules of Procedure set the minimum required meeting frequency and do not limit the meetings to being only quarterly.

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

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and direction only.

City of Sedona, Arizona

Tourism Advisory Board

Rules of Procedure

Article I. Name and Purpose

Section 1.1 Official Name. The Tourism Advisory Board.

Section 1.2 Purpose. The Tourism Advisory Board was established by the Mayor and Council of the City of Sedona, Arizona through the adoption of Resolution 2023-15. The Tourism Advisory Board shall advise the City on tourism marketing and management and on such matters as may be referred to it by the City Council or City Manager. The Tourism Advisory Board shall be an advisory body only. The Board does not set policy and shall have no power to contract on behalf of the City or to authorize the expenditure of funds.

A. The Board is directed to:

1. Provide input and makes recommendations on matters involving tourism marketing and management initiatives, projects, and short and long-range plans.
2. Shares ideas, research, and information about feasibility or implementation to further the city's tourism efforts involving marketing, management, sustainability, increase tax revenue if/when applicable, and management of visitation, with staff, who report to the city leadership and the City Council.

B. Board Members are expected to:

1. Provide constructive insight based on their expertise in the area being discussed.
2. Provide constructive feedback on the ideas and/or content presented by staff or other outside consultants or hired subject matter experts.
3. Provide constructive feedback on content to be presented to council by staff or hired subject matter experts.
4. As required, participate in brainstorming of ideas on topics provided by staff or hired subject matter experts.
5. Come prepared to advisory committee meetings with ideas, feedback and insights that are germane to the topic.
6. Stay on topic during the meeting unless asked to provide other areas of concern or topics to be considered.
7. Submit ideas or comments during the Board meeting, either verbally or written, unless specifically asked to do otherwise by staff or hired experts.

8. Work with and through the Board as a whole and staff rather than attempting to influence work product or decision-making individually or outside the Board process.

C. Board Members do not:

1. Make final decisions on any idea, expenditure, opportunity, promotion or campaign, hired professional services or usage of data collected.
2. Hold governance authority over any city employee, consultant, or the public. City staff and hired experts do not report to the TAB members.
3. Manage any fiduciary responsibilities, including but not limited to grant or other financial opportunities, or program or project expenditures, unless expressly sanctioned by staff liaisons or the City Council.
4. As individuals, speak on behalf of the entire Board.

Article II. MEMBERSHIP

Section 2.1 Number of Members. The Board shall consist of eleven (11) Members.

Section 2.2 Board Makeup. Members of the Board shall be appointed from the following groups:

- A. Residents of the City of Sedona.
- B. Persons who own or operate a business within the City of Sedona.
- C. Represent an organization serving the City of Sedona community.

The following City staff shall serve as liaison to the Board and support the purpose and function of the Board as directed by the City Manager:

- A. Tourism & Economic Initiatives Manager
- B. The City Manager or her/his designee.

Section 2.3 Appointment of Board Members. Members shall be appointed by the City Council. Members shall be selected in accordance with Rule 5 of the Sedona City Council Rules of Procedure and Policies.

Section 2.4 Terms of Office. Terms of office for each Member shall be four (4) years except for the initial appointments as set forth below. Terms shall begin on January 1, and expire on December 31. For the initial appointment of eleven (11) Board Members, five (5) Board Members shall be appointed to two-year terms and six (6) Board Members shall be appointed to four-year terms. Thereafter, all terms shall be four years.

Section 2.5 Vacancies. Vacancies that occur during a term shall be filled for the remainder of the term as soon as reasonably possible and in the same manner as an appointment as set forth in Section 2.3. If possible, the Member shall continue to serve until the vacancy is filled.

Section 2.6 No Compensation and Expenditure of Funds. Members serve without compensation. The Board and its Members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council. Members may be reimbursed for expenses authorized and pre-approved by City staff and the Board.

Section 2.7 Compliance with City Policy. Members will comply with all City Ordinances, Rules, and Policies applicable to the Board and the Members, including the City of Sedona Commissioner Handbook.

Section 2.8 Conflict of Interest. The Board Members shall comply with Chapter 2.95 of the Sedona City Code, as it may hereafter be amended, concerning matters involving conflicts of interest.

Section 2.9 Removal. Board Members serve at the pleasure of City Council. Any Board Member may be removed at any time by a majority vote of Council for any reason or for no reason at all.

Article III. BOARD OFFICERS

Section 3.1 Officers. The Board Officers are Chair and Vice-Chair. The Chair and Vice-Chair are approved by a majority vote of the Board Members at the first meeting of the calendar year.

Section 3.2 Terms of Office for Board Officers. Board Officers serve for a term of two years. Officers may not serve more than two (2) consecutive terms. A vacancy in any office shall be elected by majority vote of the Members at the next regularly scheduled meeting, or as soon as reasonably practical for the unexpired term. If possible, a Board Officer shall continue to serve until the vacancy is filled.

Section 3.3 Duties.

A. The Chair presides at Board meetings. The Chair shall generally manage the business of the Board. The Chair shall perform the duties delegated to the Chair by the Board

B. The Vice-Chair shall perform the duties delegated to the Vice-Chair by the Board. The Vice-Chair presides at Board meetings in the Chair's absence. The Vice-Chair shall perform the duties of the Chair in the Chair's absence or disability.

Article IV. MEETINGS

Section 4.1 Date and Time of Regular Meeting. The Board shall meet at least quarterly, at a date and time to be set out in the Board's minutes.

Section 4.2 Notice for Meetings. Board staff liaison will be responsible for notifying the Board of any upcoming meetings, including special meetings. Board members will be given notice consistent with the Arizona Open Meetings Act.

Section 4.3 Agenda. The Board staff liaison shall be responsible for preparing and posting the Board agendas.

Section 4.4 Special Meetings. Special meetings may be set at the will and discretion of the Board whenever it deems necessary. The Chair of the Board shall call the special meeting.

Section 4.5 Electronic Meetings. Meetings of the Board may be held partially or entirely by teleconference, internet videoconference, or other similar electronic transmissions so long as a quorum of Board Members participate. Participation in a meeting pursuant to this Section 4.5 shall constitute presence in person at such meeting.

Section 4.6 Quorum. A quorum shall consist of six (6) Board members. A quorum is required for the Board to convene a meeting and to conduct business at a meeting.

Section 4.7 Minutes. A recording or written minutes shall be made of Board meetings. The City Clerk is the custodian of all Board records and documents. It shall be the duty of the City Clerk to file and preserve the minutes of each meeting of the Board, along with a list of the members of the Board who were present.

Section 4.8 Attendance. Members are expected to attend Board meetings prepared to discuss the issues on the agenda. A Member shall notify the staff liaison if the Member is unable to attend a meeting. Excessive absenteeism may be subject to action by the Board and may result in the Member being removed from the Board. Excessive absenteeism is defined as three consecutive meetings missed. If a Member is removed from the Board that position will be considered vacant and a new Member shall be appointed to the Board in accordance with Section 2.3.

Section 4.9 Public Participation. In accordance with The Arizona Open Meetings Act, the public is welcome and invited to attend Board meetings and to speak on any item on the agenda. If any written materials are to be provided to the Board, a copy shall also be provided to the staff liaison for inclusion in the minutes of the meeting.

Section 4.10 Open Meetings. Public notice of Board meetings shall be provided in accordance with the provisions of the Arizona Open Meetings law A.R.S. Section 38-431.01. All Board meetings and deliberations shall be open to the public and shall be conducted in accordance with the provisions of the Arizona Open Meetings law.

Article V. MISCELLANEOUS

Section 5.1 Rules of Procedure Amendments. The Board may recommend amendments to these Rules of Procedure by majority vote of the Board Members at any regular meeting of the Board. The Board's proposed amendments must be approved by City Council. Amendments are not effective until approved by City Council.