

**JANUARY 20, 2020 JEROME TOWN COUNCIL MEETING
PACKET ADDENDUM #1**

CONTENTS:

- Monthly staff report – Public Works
- Item 7B: Small Cell Sites (Zoning Administrator's report and existing Sedona ordinance)
- Item 8B: Sidewalk Encroachment Policy (Zoning Administrator's report)
- Item 8E: Parking Overlay District (Zoning Administrator's report)
- Item 9I: Town Logo (Zoning Administrator's report)

A second addendum will be posted when additional information is available regarding:

- Item 9E: Agreement for Professional Engineering Services – Drainage Improvements
(Awaiting proposal from engineering firm)
- Item 9F: Professional Engineering Services – Wastewater Treatment Plant
(Report will be provided after interviews have been conducted on January 9)



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
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Celebrating Our 120th Anniversary
1899 - 2020

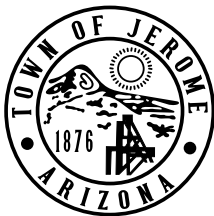
JANUARY 2020 PUBLIC WORKS MONTHLY REPORT

NORMAL WEEKLY DUTIES

- TRASH: Monday, Wednesday, and Friday.
- PARKS: Clean parks, Weed whip, and Mow.
- RECYCLE: Pickup cardboard and glass Tuesdays and Thursdays and go to recycle on Thursdays.
- WATER: Read water meters on Thursdays.
- HURF: Clean curb and gutters, Weed whip
- SEWER: Repair lines.

OTHER PROJECTS

- Sewer issues on 3rd, 6th, 1st, Deception Gulch, Verde and 3rd, Reed's house and 1st. (these sewer problems kept us pretty busy all month. Tis the season)
- Worked on vehicles. Column on Town van, Mazda, Polaris, Garbage truck (adjust brakes, and instrument cluster), Flatbed, wiring on recycle trailer. Also did oil changes on snowing and rainy days.
- Paint parking and put up sign in permit parking areas.
- Installed a "valley" drain at Carol Whitners, pulled and replaced concrete.
- Put signs on tank on Cleopatra hill.
- Assist Tyler at sewer plant
- Patch roof and stucco on wall at the Hotel Jerome.
- Clean drains and snowplow. (this kept us busy with all the snow and moisture) Cleaned drain on Main St. below Jeannie's house with ADOT.
- Did our regular regulator checks. Had to fix a copper line on the Dundee regulator.



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ZONING ADMINISTRATOR ANALYSIS COUNCIL STAFF REPORT January 14, 2020

ITEM 8B: Ordinance Regarding Telecommunications Facilities (Cell Sites)
Recommendation: Discussion/Possible Action
Prepared by: John Knight, Zoning Administrator

Summary: The Town does not currently have a telecommunications ordinance that addresses proposed cell sites. Recent changes in Federal and State Law, and interest from telecommunications providers (like Verizon), necessitate the preparation of a new ordinance. Other neighboring jurisdictions have prepared ordinances that could be used as a template for Jerome's Ordinance. Sedona appears to have the most current and "robust" ordinance (see attached). This can be used as a model for the development of Jerome's ordinance.

Key Issues: Key items for discussion are noted below.

1. **Aesthetic Standards** – The Ordinance should include objective design standards that require visual screening and place an emphasis on the facility not being visible from streets, sidewalks or other public areas. These are sometimes referred to as "stealth standards".
2. **Radio Frequency (RF) Standards** – Maximum RF levels are regulated by Federal Law. However, local jurisdictions can require that facilities demonstrate compliance with Federal standards before and after installation.
3. **Environmental Compliance** – The ordinance should include an environmental review process to ensure that the proposed facility has completed all applicable federal, state, and local environment review standards.
4. **Collocation** – Preference should be given to collocating telecommunications facilities on existing poles/facilities whenever possible.
5. **Permitting Process** – A permit process will need to be included that addresses whether a proposal requires Site Plan Review and/or Design Review. Some facilities may also require a Conditional Use Permit (CUP).

6. **Approval Criteria** – The Sedona Ordinance provides a good model for appropriate approval criteria. These are as follows:
- a. Use of suitable existing towers or base stations is preferred over placement of new towers;
 - b. New base stations that do not exceed height limitations for the zoning district are preferred over base stations that do exceed the height limitation for the zoning district;
 - c. Concealed wireless communication facilities that cannot be readily observable by pedestrians on adjacent streets to such facility are preferred over facilities that are readily observable by pedestrians on adjacent streets;
 - d. Collocation of multiple uses on a single wireless communication facility will have significant favorable weight in evaluating the application;
 - e. Network development plans that achieve the fewest number of wireless communication facilities of all users reasonably necessary for commercial coverage are preferred;
 - f. Location in nonresidential zoning districts is preferred over residential districts;
7. **Allow on Town Property** – The Town will need to decide whether or not to allow telecommunications facilities on existing Town property – parks, fire station, the Jerome Hotel, water tanks, etc.
8. **Renderings/Mock-ups** – The ordinance could include a provision that requires applicants to submit photo realistic renderings. For small cell sites, the ordinance could also require the placement of a temporary “mock-up” of the proposed facility so the Town can see how it looks in the field.
9. **Expert Review** – Review by an outside expert (paid for by the applicant) can be included in the ordinance.
10. **Types of Facilities** – The Telecommunications providers have created a variety of ways to partially hide/screen small cell facilities. A few of them are included for reference.

Action: The Council should review/discuss the issues associated with the adoption of a new telecommunications ordinance. The Council may wish to make a motion to initiate the development of a new ordinance.

Attachment:

- Sedona Telecommunications ordinance
- Examples of Small Cell Facilities

Examples of Small Cell Site Facilities





d.

Small Cell Facility Options



Hollow Power Pole
Full Concealment



Freestanding
Small Cell
Full Concealment



Wood Power Pole
Installation on Top
of Pole



Wood Power Pole
Installation in
Communication
Space



Strand Mount
Attachment
to Wires

4.1. Title

This Article shall be known as the Sedona Wireless Communication Facilities Ordinance.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

The Sedona Land Development Code is current through Ordinance 2019-06, passed October 8, 2019.

Disclaimer: The City Clerk's Office has the official version of the Sedona Land Development Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.SedonaAZ.gov](http://www.SedonaAZ.gov)

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4.2.

Purpose

The purpose of this article is to:

- A. Provide protection of the unique natural beauty and small-town character of the City as specified in the Sedona Community Plan while meeting the needs of its citizens to enjoy the benefits of wireless communication services;
- B. Promote the health, safety and general welfare of the public by regulating the siting of wireless communication facilities, including satellite earth stations;
- C. Consider potential impact on historical and environmentally sensitive areas and adjacent properties;
- D. Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and compatibility;
- E. Encourage the location and collocation of wireless communication equipment on existing structures thereby minimizing new visual, aesthetic and public safety impacts, effects upon the natural environment and wildlife, and the need for additional towers;
- F. Encourage antenna configurations that minimize additional visual impact through careful and innovative siting;
- G. Accommodate the growing need and demand for wireless communication services;
- H. Encourage coordination between suppliers of wireless communication services in the City;
- I. Respond to the policies embodied in the Telecommunications Act of 1996 and the 2012 Spectrum Act in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless service or to prohibit or have the effect of prohibiting personal wireless service in the City;
- J. Establish predictable and balanced regulations governing the construction and location of wireless communication facilities, within the confines of permissible local regulation for locations outside of public rights-of-way. Wireless communication facilities within a ROW shall be

regulated in accordance with the provisions of Sedona City Code Title [12](#) and the provisions of A.R.S. § [9-591](#) et seq.; and

K. Establish review procedures to ensure that applications for wireless communication facilities are reviewed and acted upon within a reasonable period of time.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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4.3. Administration

A. Applicability

(1) Except as provided for in subsection [4.3.A\(2\)](#) below, this article shall apply to development activities including installation, construction, or modification to all the following wireless communication facilities:

- a. Existing towers, concealed and nonconcealed; publicly and privately owned;
- b. Proposed towers, concealed and nonconcealed; publicly and privately owned;
- c. Replacement of any existing tower;
- d. Collocation on any existing tower or base station;
- e. Existing concealed and nonconcealed base stations, publicly and privately owned;
- f. Proposed concealed and nonconcealed base stations, publicly and privately owned;
- g. AM/FM/TV/DTV broadcasting facilities; and
- h. Amateur radio tower(s).

(2) The following items are exempt from the provisions of this article, notwithstanding any other regulations established in this Code:

- a. Noncommercial, amateur radio towers or antennas that are less than 65 feet in height and attached to the rear or side of residential or commercial structures or freestanding in an area directly behind the rear structural wall of a residential or commercial structure. Noncommercial, amateur, ham radio or citizens' band towers, antennas or antenna arrays with heights greater than 65 feet or not located directly behind the rear structural wall of a residential or commercial structure, or attached to the rear or side of residential or commercial structures shall be regulated in accordance with Section [4.4](#), *General Development and Design Standards and Processes*;

- b. Regular maintenance of any existing wireless communication facility that does not include an increase in the size or number of antenna; the addition of radio heads or other similar structures; the addition of coaxial cable; or the addition of equipment shelters, cabinets or generators;
- c. The replacement of existing antennas, antenna panels, antenna elements or other equipment on an existing tower or base station by the same owner or wireless communication facility provider; provided, that the replaced antennas, antenna elements or equipment meet building code requirements (including wind loading) and provided such replacement does not increase the overall height or width of the structure;
- d. A government-owned wireless communication facility, upon the declaration of a state of emergency by federal, state, or local government and a written determination of public necessity by the Fire Chief or Chief of Police; except that such facility must comply with all federal and state requirements. No wireless communication facility shall be exempt from the provisions of this article beyond the duration of the state of emergency;
- e. Data, video or information transmission as part of the day-to-day operations of a commercial business, including, for example, processing of credit card sales, automatic inventory control, and the like, which are mounted on and do not extend more than two meters or six and one-half feet above the roof surface of any building. Where technologically feasible, such antennas shall not be mounted on an exterior parapet wall facing a ROW or private easement;
- f. A commercial or residential wireless internet send/receive antenna that is required to be located at the point of use. Where technologically feasible, such antennas shall not be mounted on an exterior parapet wall facing a ROW or private easement;
- g. OTARD including satellite earth stations, so long as the device does not require construction of a tower or other structure exceeding 12 feet above the home or building and the device is no more than one meter in diameter in a residential zone or two meters in any other zone district. Where technologically feasible, such antennas shall not be mounted on an exterior parapet wall facing a ROW or private easement;
- h. Any antenna-supporting structure that is damaged or destroyed by fire, flood, explosion, earthquake, war, riot, or act of God may be reconstructed and used as before if done within 12 months of such calamity; provided, that there is no increase in structure height, width or number of antennas. If a new, larger antenna-supporting structure is



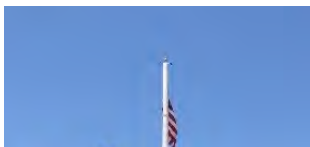

proposed as a replacement structure, then the requirements of Section [4.3.B, Approvals Required](#), shall be satisfied;



- i. A temporary PWSF, utilized for not more than 60 calendar days, which does not require FAA lighting or marking and does not require any kind of excavation; and
- j. A wireless communication facility located within a ROW, which shall be regulated in accordance with the provisions of Sedona City Code Title 12 and the provisions of A.R.S. § [9-591](#) et seq.

(3) *Siting Preferences for New Wireless Communication Facilities*

- a. Siting of new PWSF of any type shall be in accordance with the siting preferences below and with the use table below. Where a lower-ranked alternative is proposed, the applicant must demonstrate through relevant information including, but not limited to, an affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the established preferences within the geographic search area, higher ranked options are not technically feasible, practical or justified given the location of the proposed facilities, by clear and convincing evidence. The applicant must provide such evidence in its application in order for the application to be considered complete. No new PWSF shall be permitted unless the applicant demonstrates that no existing PWSF can accommodate the applicant's proposed facility; or that use of such existing facilities would prohibit personal wireless services in the area of the City to be served by the proposed antenna-supporting structure.
- b. Evidence submitted to demonstrate that no existing PWSF could accommodate the applicant's proposed facility may consist of any of the following:
 - 1. No existing PWSF located within the geographic search ring or a one-half mile around the geographic search ring meet the applicant's engineering requirements.
 - 2. Existing PWSF are not of sufficient height to meet the applicant's engineering requirements.
 - 3. Existing PWSF do not have sufficient structural strength to support the applicant's proposed wireless communication facilities and related equipment.
 - 4. The applicant demonstrates that there are other limiting factors that render existing PWSF unsuitable.

- c. Siting for new PWSFs is as shown in Table 4.1. The preferred order of alternative ranking, from highest to lowest, shall be 1, 2, 3, 4, and 5 (and within each ranking a, b, c, etc.).

PWSF Type	Tower Example	Base Station Example	Other Example
1. Concealed Base Station			
a. City-owned property	Not applicable		
b. Other public property			
c. Privately-owned property zoned nonresidential			
d. Privately-owned property zoned:			
i. Non-residential use in residential single family (RS) or residential multi-family (RM) districts			
ii. Non-residential multi-family structures in high density multi-family (RM) districts.			
iii. Residential multi-family structures in high density multi-family (RM) districts.			
2. Collocation			
a. Concealed collocation on an existing concealed tower or concealed base station			Not applicable

PWSF Type	Tower Example	Base Station Example	Other Example
b. On a non-concealed tower or base station			
3. Replacement			
Replacement of existing non-concealed tower with a concealed tower	No picture available	No picture available	No picture available
4. Concealed Tower for Small Cell, DAS or Node (not macro)			
a. City-owned property		Not applicable	
b. Public property			
c. Privately-owned property zoned nonresidential			
d. Privately-owned property that is:			
i. Nonresidential use in residential single-family (RS) or residential multifamily (RM) districts			
ii. Nonresidential multifamily structures in high density multifamily (RM) districts			
iii. Residential multifamily structures in high density multifamily (RM) districts			

B.**Approvals Required**

All applications for PWSF shall be considered by the Planning and Zoning Commission (Commission) at a public hearing as set forth in Section [8.4.B](#), *Conditional Use Permit*, based on potential location,

aesthetic or visually related impacts as a result of the proposed antenna's height, color, size and the like, except as set forth below.

(1) All applications for: (a) concealed replacement tower collocations that do not constitute a "substantial change" on an existing tower or base station that has been designed and approved to accommodate multiple wireless collocations; or (b) replacements of existing nonconcealed towers with concealed towers; shall each be subject to review and approval by the Director, relative to the review criteria provided in Section [4.3.C](#), *Approval Criteria*.

(2) All applications for any wireless communication facilities within a ROW that meet the eligibility criteria for "small cell facilities" in A.R.S. [§9-591](#) et seq. shall be subject to review and approval by the City Engineer in accordance with the provisions of application processes and approval criteria that are set forth in Title [12](#), Sedona City Code and A.R.S. [§9-591](#).

C.

Approval Criteria

In considering any application for a conditional use permit for the establishment of a tower or base station, the Director or Commission's decision shall be guided by the application of the following criteria:

- (1) Use of suitable existing towers or base stations is preferred over placement of new towers;
- (2) New base stations that do not exceed height limitations for the zoning district are preferred over base stations that do exceed the height limitation for the zoning district;
- (3) Concealed wireless communication facilities that cannot be readily observable by pedestrians on adjacent streets to such facility are preferred over facilities that are readily observable by pedestrians on adjacent streets;
- (4) Collocation of multiple uses on a single wireless communication facility will have significant favorable weight in evaluating the application;
- (5) Network development plans that achieve the fewest number of wireless communication facilities of all users reasonably necessary for commercial coverage are preferred;
- (6) Location in nonresidential zoning districts is preferred over residential districts;

- (7) Suitability of the location for collocation of governmental public service wireless service facilities.

D.

Location by Zoning District

(1) *Generally*

- a. No wireless communication facilities shall be allowed in any Open Space Districts.
- b. Wireless communication facilities may be permitted in the following districts subject to approval by the Director or Commission as set forth in Section [4.3.B](#), *Approvals Required*.

	Residential									Non-Residential						Other		
	RS-70	RS-35	RS-18	RS-10	RS-6	RMH	RM-1	RM-2	RM-3	M1	M2	M3	CO	IN	L	CF	OS	OC
Wireless Communication Facilities																		
Concealed Base Station on Property with a Nonresidential Land Use																		
City-Owned Property	C	C	C	C	C	C	C	C	C		C		C	C	C	C		C
Other Public Property	C	C	C	C	C	C	C	C	C		C		C	C	C	C		C
Private Property	C	C	C	C	C	C	C	C	C		C		C	C	C	C		C
Replacement of Existing Non-Concealed Tower With a New Concealed Tower																		
Other Public Property	M	M	M	M	M	M	M	M	M		M		M	M	M	M		M
Private Property	M	M	M	M	M	M	M	M	M		M		M	M	M	M		M

	Residential									Non-Residential						Other		
	RS-70	RS-35	RS-18	RS-10	RS-6	RMH	RM-1	RM-2	RM-3	M1	M2	M3	CO	IN	L	CF	OS	OC
Concealed Small Cell Tower, DAS or Node (Not Macro) on Property with a Residential Land Use																		
City-Owned Property							C	C	C	C	C	C						
Other Public Property							C	C	C	C	C	C						
Private Property							C	C	C	C	C	C						
Concealed Small Cell Tower, DAS or Node (Not Macro) on Property with a Nonresidential Land Use																		
City-Owned Property	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C
Other Public Property	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C
Private Property	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C
Concealed Macro Tower on Property with a Nonresidential Land Use																		
City-Owned Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C
Other Public Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C
Private Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C
Collocation on Eligible Facility																		
Non-substantial Change	M	M	M	M	M	M	M	M	M		M	M	M	M	M	M		M
Collocation on Eligible Facility with Substantial Change or on a Non-Eligible Facility on Property with a Nonresidential Land Use																		
City-Owned Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C
Other Public Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C
Private Property	C	C	C	C	C	C	C	C	C		C	C	C	C	C	C		C

2. City Parks

Concealed wireless communication facilities may be permitted within City park areas. Consideration will be given to locating wireless communication facilities on athletic

field lighting standards, provided the equipment does not interfere with the primary purpose of the lights and does not detract from the overall aesthetics of the facility.

E.

Application Submittal Requirements

Prior to submitting an application as described below, an applicant shall conduct a pre-application meeting with the City to discuss the application and the applicant's plans.

(1) *Application*

An application for any type of wireless communication facility shall include the following information:

- a. A completed application form and any appropriate fees.
- b. An accurate inventory of applicant's existing wireless communication facilities, which are existing or for which application for approval or permit has been submitted for zoning or construction, which are within the jurisdiction of this article or within one mile of the City limits. The inventory shall include the location, height, type, ownership and all tenants of each facility.
- c. A map of all locations owned, leased, or operated by the applicant and their coverage that are located within the jurisdiction of this article or within one mile of the City limits of the proposed site or which are capable of service with the proposed site by wireless means.
- d. An accurate site plan of the proposed wireless communication facility showing the means of access, all adjacent roadways, and a complete landscape plan.
- e. A scaled drawing of the exterior of the proposed wireless communication facility, clearly showing the method of fencing; coloration; materials; illumination; and camouflage.
- f. Photo-simulated pre- and post-construction renderings of the proposed wireless service facilities, equipment enclosures and ancillary structures as they would look after construction from locations to be determined at the time of application submittal (but shall, at a minimum, include renderings from the vantage point of any adjacent roadways and occupied commercial or residential structures), as well as photo-simulations of the

antenna-supporting structure after it has been fully developed with antenna structures (applicant may assume for the purpose of the simulation that other antenna structures on the facility will resemble their proposed structure in size and design).

g. Exterior paint or finish samples of the colors to be used in the construction of the tower, base station and ground equipment facilities.

h. Proof of ownership or a letter of authorization from the property owner stating that the applicant may install a wireless communication facility on their property.

i. A signed statement from the wireless communication facility owner or owner's agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in [47 CFR 1.1307](#), [1.310](#), [2.091](#) or [2.093](#), as amended and as applicable (Report and Order, ET Docket 93-62 (Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation), 11 FCC Rcd 15123 (1996); Second Memorandum Opinion and Order and Notice of Proposed Rule Making, ET Docket 93-62 (WT Docket 97-192), 12 FCC Rcd 13494 (1997)). In particular, the statement shall demonstrate the proposed facility, individually and cumulatively, will not exceed the maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. In addition, any collocation application shall contain an analytical report which confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.

j. Proof of an FCC license to transmit and/or receive radio signals in the City prior to commencement of operations.

k. Prior to issuance of a building permit, a stamped or sealed structural analysis of the proposed antenna-supporting structure prepared by a licensed Arizona engineer indicating the proposed and future loading capacity of the antenna-supporting structure.

l. Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace.

m. A signed statement from the wireless communication facility owner agreeing to allow the collocation of other wireless equipment on the proposed antenna-supporting structure.

n. When conditional use permit is required, an ownership map of property owners within 300 feet of the exterior boundaries of the subject property as shown on the last assessment

of the property. A list of these property owners shall also be provided on mailing labels and keyed to a map showing the location of the identified properties.

o. Cover letter describing the overall project and addressing in writing how the proposed wireless communication facility satisfies the requirements of this article.

p. All other documentation, evidence or materials necessary to demonstrate compliance with the applicable approval criteria set forth in this article, including where applicable:

1. Existing wireless communication facilities to which the proposed facility will be a handoff candidate, including latitude, longitude and power levels of each;
2. A radio frequency plot indicating the coverage of existing wireless service sites, and that of the proposed site sufficient to demonstrate radio frequency search area, coverage prediction with legend and signal levels, and design radius, together with a certification from the applicant's radio frequency engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as collocation, attached facility, replacement facility or concealed facility;
3. Prior to issuance of a building permit, a statement by a qualified professional engineer specifying the design structural failure modes of the proposed facility;
4. Antenna heights and power levels of the proposed facility and all other facilities on the subject property; and
5. A statement from the applicant that demonstrates that alternative locations, configurations and facility types have been examined; and addresses in narrative form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration and location proposed including but not limited to:
 - i. Height;
 - ii. Mass and scale;
 - iii. Materials and color;
 - iv. Illumination; and
 - v. Information addressing the following items:

- a. The extent of any commercial development within the geographic search ring of the proposed facility;
 - b. The proximity of the structure to any residential dwellings;
 - c. The proximity of the structure to any public buildings or facilities;
 - d. The existence of tall and like structures within the geographic search ring of the proposed structure.
- q. Citizen Participation Plan and Report as set forth in Section [8.3.D](#), *Citizen Review Process*, when a conditional use permit is required.
- r. A statement that the proposed facility conforms with state of the art, as defined herein, or alternatively, that state of the art technology is unsuitable for the proposed facility and the basis for same. Costs of state of the art technology that exceed facility development costs shall not be presumed to render the technology unsuitable.
- s. Any other materials and data as may be required by the Director.

F.

Expert Review

- (1) Because of the complexity of the methodology or analysis required to review an application for a wireless communication facility requiring a conditional use permit, the Director may require a technical review by a third-party expert. The costs of this review shall be payable in advance by the applicant, in accordance with the Fee Schedule of the City of Sedona and shall be in addition to applicable conditional use permit and building permit fees.
- (2) The expert review may address any or all the following:
- a. The accuracy and completeness of submissions;
 - b. The applicability of analysis techniques and methodologies;
 - c. The validity of conclusions reached;

- d. Whether the proposed wireless communication facility complies with the applicable approval criteria set forth in these regulations;
 - e. Other matters deemed by the Director to be relevant to determining whether a proposed wireless communication facility complies with the provisions of these regulations.
- (3) Based on the results of the expert review, the Director may require changes to the applicant's application or submittals.

G.

Essential Public Services

- (1) Wireless communication facilities outside public right-of-way shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as essential services, public utilities or private utilities.
- (2) By submitting any application under this article, applicant shall be deemed to agree that their service is subordinate to essential public service services, and agrees to suspend use of any site, which may conflict with such services, regardless of the reason for such conflict, until such conflict is resolved.

H.

Enforcement

Wireless communication facilities that are not in compliance with all portions of this article shall be removed at the owner's expense if not brought into compliance within 30 days after written demand by the City.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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4.4.

General Development and Design Standards and Processes

A.

General Standards

All wireless communication facilities regulated under this article shall meet the following general development and design standards and processes at a minimum:

(1) *Impact Fee Calculation*

- a. For the purposes of impact fee calculation, the floor area for a wireless communication facility shall be considered a commercial use and shall include the total square footage of all equipment enclosures and the areas of the antenna-supporting structure foundation at or above grade.
- b. The following shall be considered as development area and shall be required to meet the setbacks and open space ratio requirements for the land use district where they are located:
 1. The area beneath all equipment enclosures;
 2. The area of the antenna-supporting structure foundation at or above grade;
 3. The area beneath ancillary structures;
 4. The area inside the antenna-supporting structure framework.

(2) *Signage*

a. *Identification Signage*

Identification signage for each wireless communication facility shall be required for the purpose of identifying the owner as well as the tenants, responsible party for the operation and maintenance of the facility, its current address and telephone number, ASR registration number, site name, security or safety signs and property manager information (if

applicable). Identification signage on wireless communication facilities shall not exceed four square feet.

b. *High Voltage Signage*

If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the structure, signs located every 20 feet and attached to an enclosing fence or wall shall display in large, bold, high contrast letters (minimum height of each letter: four inches) the following: "HIGH VOLTAGE – DANGER."

(3) *Sounds*

No unusual sound emissions such as alarms, bells, buzzers or the like are permitted and shall be consistent with City Code. Sounds shall not exceed 65 dba at any exterior line of a property in a commercial district and 55 dba at any exterior line of a property in a residential district.

(4) *Antenna Mounting*

Antennas and related service equipment mounted on a service tower shall be mounted as close to the tower as possible.

(5) *Equipment Cabinets*

a. Vaulting underground freestanding equipment cabinet or shelter and/or power meter not attached to an existing structure is preferred. However, if the applicant can demonstrate that underground water table or floodplain issues prevent vaulting the supporting ground equipment then it may be placed on the ground. In no instance shall supporting ground equipment be located farther than two feet from the base of the structure and it shall not interfere with pedestrian or vehicular traffic.

b. Equipment shelters or cabinets not vaulted shall be consistent with the general character of the neighborhood and historic character if applicable. Equipment shelters or cabinets shall be screened from the public view by using landscaping, or materials and colors consistent with the surrounding backdrop.

c. Screening enclosures shall be allowed when the design is architecturally compatible with the building.

d. Screening materials shall consist of materials and colors consistent with the surrounding backdrop and/or textured to match the existing structure.

- e. The use of foliage and vegetation around ground equipment may be required based on conditions of the specific area where the ground equipment is to be located.

(6) Maintenance

Wireless communication facilities shall be maintained in compliance with standards contained in applicable state or local building codes and the applicable health and safety standards established by the FCC or other bodies having jurisdiction, as amended from time to time.

(7) Structural Integrity

The entire tower or base station and all appurtenances shall be designed pursuant to the design requirements of the most current edition of the IBC adopted by the City of Sedona. In addition, the entire tower or base station and all appurtenances shall be designed pursuant to the design requirements of ASCE 7, including wind speed design requirements, and tower loading/wind design requirements of EIA/TIA 222-G, Series II, including any subsequent modification to those specifications.

(8) Lighting

New towers shall be illuminated only when required and in accordance with FAA requirements to provide aircraft obstruction lighting. All other on-site lighting required for security or emergency purposes shall be in accordance with Section [5.8](#), *Exterior Lighting*, and be activated by timers or motion detectors.

(9) Grading and Drainage

Applicants shall furnish evidence that the proposed facility does not violate requirements in Section [5.3](#), *Grading and Drainage*.

(10) Historical/Environmental Review Compliance

Applicants shall furnish evidence that the proposed facility has completed any applicable federal/state/tribal historical review or environmental review processes.

B.

Standards for Specific Types of Facilities

In addition to the foregoing general development and design standards, the following additional development and design standards apply to the specific type of wireless communication facility identified below:

(1) *New Concealed Base Station Facilities for Macro, Small Cell, DAS, or Nodes*

The following additional standards and processes apply to all new concealed base station facilities:

a. *Height*

1. The overall height of any new base station facility on a rooftop shall not exceed more than 10 feet above the rooftop or parapet whichever is greater. "Height" for all purposes in this subsection shall mean the linear distance from the rooftop where the antenna is attached to the highest physical point on the wireless communication facility.
2. The overall height of any new base station facility on an existing utility or light pole shall not exceed five feet above the existing pole.

b. *Color, Screening, and Placement*

1. *Buildings*

- i. Where feasible, antennas shall be placed directly above, below or incorporated with vertical design elements of a building or structure to maximize concealment.
- ii. Base station facilities shall be concealed in some fashion (e.g., screened by a parapet or other device to minimize its visual impact as measured from the boundary line of the subject property).
- iii. Base stations shall be designed in such a manner as to be compatible with the existing structure. The base station facility shall be constructed to integrate with the existing architecture. There shall be as little contrast as possible between the communications equipment and the structure.

2. *Poles*

- i. All cables shall be installed internally; but where internal mounting is not possible, surface mounted wires shall be enclosed within conduit or a similar cable cover which shall be painted to match the structure or building on which that DAS is mounted.
- ii. Attached equipment box and power meter is discouraged; however, if attachment is justified, equipment box and meter shall be located on the pole at a height that does not interfere with pedestrian or vehicular traffic or visibility and where applicable shall not interfere with street name signs or traffic lighting standards.

c. *Approval Process*

Approvals for any proposed facility under this section shall be pursuant to Section [4.3.B, Approvals Required](#).

d. *Timing for Review*

A new concealed base station facility shall be reviewed and a decision rendered within 150 days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide personal wireless services, or within such other mutually agreed upon time. ("Spec" base stations are not entitled to review and decision within 150 days, or to any of the other protections of the Telecommunications Act.) Construction permits issued for new concealed base stations shall be valid for a term of 180 days and shall lapse and be void if construction of the contemplated concealed base station is not completed within that time.

(2) *Collocations on Existing Towers or Base Stations*

The following additional standards and processes apply to all collocation facilities:

a. *On Eligible Facility; Nonsubstantial Change*

1. Any collocation that is on an eligible tower or eligible base station, and that is not a substantial change as defined in Section [9.8, Wireless Communication Facility Definitions](#), shall be subject to the approval process set forth in Section [4.3.B](#).

2. *Approval Process*

- i. Applicants shall complete a wireless infrastructure application and building permit application and submit applicable filing fees.
- ii. The Director shall review application and decide if the application meets the nonsubstantial change definitions and notify applicant in writing within 30 days of submission if the application is incomplete or complete. If incomplete, the City shall specifically delineate the missing information. The applicant shall resubmit the missing information. The timeframe for review will begin running again when the applicant makes a supplemental submission. The City shall review and provide written notice to the applicant within 10 days if the application is approved or remains incomplete. If incomplete the City shall provide in writing specifically delineating the missing information.
- iii. City shall complete review process within 60 days, accounting for any tolling, including any review to determine whether an application is complete unless there is a mutual agreement to an extension of time. The request will be deemed granted is not approved within the 60-day period, accounting for any tolling or mutually agreed upon extension of time.

b. *Collocation on Noneligible Facility or a Substantial Change*

1. *Approval Process*

Any and all collocations that exceed the parameters set forth in the substantial change definition or are on a noneligible facility are subject to discretionary approval on a case-by-case and site-specific basis through the conditional use process as set forth in Section [4.3.B, Approvals Required](#). Applicants shall minimize substantial changes as much as possible.

2. *Antenna Mounting*

Antennas and related service equipment mounted on a service tower shall be mounted as close to the tower as possible.

3. *Timing for Review of Substantial Change Collocations*

A substantial change collocation shall be reviewed, and a decision rendered within 90 days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities

will be used, immediately upon completion of construction, to provide personal wireless services, or within such other mutually agreed upon time. ("Spec" collocations are not entitled to review and decision within 90 days, or to any of the other protections of the Telecommunications Act.)

(3) Concealed DAS, Small Cell, or Nodes

a. New Freestanding Concealed DAS, Small Cell, and Node Facility Development Standards

The following additional standards and processes apply to all new concealed freestanding DAS, node and small cell tower facilities:

1. Height

The total height of a DAS / small cell facility including antenna shall not exceed 30 feet.

2. Setbacks

Setbacks for DAS / small cell facility shall meet the same setbacks of the underlying zoning district.

3. Ground Equipment

The use of foliage and vegetation around ground equipment may be required by the City based on conditions of the specific area where the ground equipment is to be located. In order to avoid the clustering of multiple items of ground equipment in a single area, a maximum of two ground equipment boxes may be grouped together in any single location. Individual ground equipment boxes shall not exceed the dimensions provided for in Section [9.8](#), *Wireless Communication Facility Definitions*.

4. Visibility of New DAS / Small Cell Facility

- i. New DAS / small cell facilities shall be configured and located in a manner that minimizes adverse effects on the landscape and adjacent properties, with specific design considerations as to height, scale, color, texture and architectural design of the buildings on the same and adjacent zoned lots. Concealment design is required to minimize the visual impact of wireless communication facilities.

- ii. All cables, conduits, electronics, and wires shall be enclosed within the structure.
- iii. Small cell facilities shall be no larger in size than what is specified in Section [9.8](#), *Wireless Communication Facility Definitions*.

5. *Timing for Review*

A new concealed DAS, node and concealed small cell tower shall be reviewed, and a decision rendered within 150 days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide personal wireless services, or within such other mutually agreed upon time. ("Spec" towers are not entitled to review and decision within 150 days, or to any of the other protections of the Telecommunications Act.) Construction permits issued for new concealed PWSF towers shall be valid for a term of 180 days and shall lapse and be void if construction of the contemplated concealed PWSF tower is not completed within that time.

b. *DAS Hub Development Standards*

1. *Setbacks*

Setbacks for DAS hubs shall meet the setback standards of the underlying zoning district.

2. *Equipment Shelters or Cabinets*

DAS hub equipment shelters or cabinets shall be consistent with the general character of the neighborhood and historic character if applicable. Equipment shelters or cabinets shall be screened from the public view by using landscaping or materials and colors consistent with the surrounding backdrop.

- i. Screening enclosures shall be allowed when the design is architecturally compatible with the building;
- ii. Screening materials shall consist of materials and colors consistent with the surrounding backdrop and/or textured to match the existing structure;

- iii. The use of foliage and vegetation around ground equipment may be required based on conditions of the specific area where the ground equipment is to be located.

(4) Concealed Macro or Replacement Tower

The following additional standards and processes apply to new or replacement concealed macro wireless communication facilities:

a. Setbacks

Concealed facilities shall meet the greater of either:

1. The minimum setback requirements for the zoning district; or
2. Away from single-family residential use properties by a minimum distance of 100 percent of the tower height; notwithstanding the foregoing requirements, if the antenna-supporting structure has been constructed using “breakpoint” design technology, the minimum setback distance shall be equal to 110 percent of the distance from the top of the structure to the “breakpoint” level of the structure. For example, on a 70-foot-tall monopole with a “breakpoint” at 50 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the monopole to the “breakpoint”). Certification by an Arizona professional engineer of the “breakpoint” design and the design’s fall radius shall be provided together with the other information required in Section [4.3.E](#), *Application Submittal Requirements*.
3. The Planning and Zoning Commission shall have the authority to waive any applicable setback requirements where the City favors a more desirable location within the applicable parcel for the concealed facility.

b. Construction

The new tower shall be designed to accommodate the maximum amount of wireless communication equipment, including that of other wireless communication providers, with all transmission lines contained within the structure. In all cases, the minimum number of collocated facilities on a new tower 60 or more feet shall be three. No new or replacement concealed wireless communication facility shall be guyed or have a lattice type construction.

c. Design Standards

1. No concealed facility, whether fully enclosed within a building or otherwise, shall have antennas, antenna arrays, transmission lines, equipment enclosures or other ancillary equipment that is readily identifiable from the public domain as wireless communication equipment. Examples of concealed facilities include, but are not limited to, flagpoles, light standards, utility poles, church steeples, bell towers, clock towers, and artificial trees.
2. Concealed wireless communication facilities shall be placed and constructed in such a manner as to be compatible with the existing structure or surrounding natural terrain, preferably with both. There shall be as little contrast as possible between the communications equipment and the structure or natural terrain. A determination of appropriate concealment type shall be based on the proposed location and environment.
3. Concealed facilities constructed in the form of a “faux” tree shall mimic a tree native to Sedona with sufficient number of “faux” branches and foliage to conceal all external antenna, panels, trays, cables, support rods, crossbars, port holes, splitters, couplers and attenuators and any other equipment external to the tower mast, which shall be painted or have applied material to simulate tree bark, branches, and leaves indigenous to the area, with variations in color and shape to replicate natural fauna. “Faux” branches shall surround the tower in a multi-dimensional pyramid shape pattern to the top of the tower, with branches and foliage material in variable length, width and depth sufficient to obscure physical view of the tower, antenna elements and brackets.

4. *Placement of Equipment for Pole-Mounted Antennas*

Any ground-mounted equipment and equipment shelters shall be located outside of the ROW. Such ground-mounted equipment and equipment shelters shall be painted to comply with the color requirements of Section [5.7.F\(5\)](#), *Building Color*, and shall be screened from public view with appropriate landscaping. In the alternative, equipment may be mounted on the pole; provided, that access to the pole and to any other services or equipment above it is not impeded. Pole-mounted equipment shall also be designed and placed to be aesthetically compatible with existing and proposed uses and as visually inconspicuous as possible.

5. *Security*

An opaque fence or masonry wall no greater than eight feet in height from finished grade shall be provided around the perimeter of all development areas for ground-mounted wireless communication facilities. The decision to provide either a fence or a wall shall rest with the Director and/or Commission. If a fence is used to enclose the site, the fence shall be constructed of wire mesh, metal picket or an alternative material as approved by the Director and/or Commission. If a wall is used to enclose the site, the wall shall have a decorative finish of native stone, stucco, split-faced block, brick, or an alternative material as approved by the Director and/or Commission. The Director will give administrative approvals; and for conditional use permits the Director will make recommendations and the Commission will give approvals. Access to the development area shall be through a locked gate.

6. Landscaping

Landscaping and buffering shall be required around the perimeter of development areas, except that the Director or Commission, as applicable, may waive any applicable landscaping requirements as outlined in this Code on one or more sides of the development areas or allow the placement of required landscaping elsewhere on the development area when the required landscape area is located adjacent to undevelopable lands or lands not in public view. Landscaping shall be installed on the outside of the perimeter fence or wall. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or in supplement towards meeting the landscaping requirements, subject to approval by the Director (for administrative approvals) or Commission (for conditional use permits). Landscaping shall be placed in a manner so as to maximize the screening between residential areas and the wireless communication facility and minimize the view of the facility from any residential areas. The Director or Commission may approve an alternate method of compliance for the landscaping on a case-by-case basis.

7. Control Buildings and Ground-Mounted Equipment

- i. The control buildings shall be designed to be architecturally compatible with adjacent buildings and shall comply with the provisions of Article [5: Development Standards](#). The control buildings shall not be placed in minimum setback areas as required in Article [2: Zoning Districts](#), nor shall they encroach into required landscape areas.

- ii. Ground-mounted equipment shall not be visible from beyond the boundaries of the site and shall be screened by a solid wall or fence and dense landscaping materials as described in subsections [4.4.B\(4\)c.5](#) and [4.4.B\(4\)c.6](#) above.

8. Height

The overall height of any concealed tower including antennas shall not exceed the lesser of: (i) 70 feet or (ii) 20 feet above the tallest tree within a 500-foot radius of the proposed facility. "Height" for all purposes in this subsection shall mean the linear distance from the ground to the highest physical point on the antenna-supporting structure, including all antennas and antenna arrays.

9. Adverse Effects on Properties

- i. New concealed towers shall be configured and located in a manner that shall minimize adverse effects including visual impacts on adjacent properties. The applicant shall demonstrate that alternative locations, configurations, and facility types have been examined and shall address in narrative and graphic form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration, and location proposed.
- ii. An applicant shall demonstrate through the photo-simulation requirements under Section [4.3.E](#), *Application Submittal Requirements*, that the project design employs each of these attributes in a manner that minimizes adverse effects to the greatest extent feasible.
- iii. The following attributes shall be considered from vantage points at adjacent properties, roadways and occupied structures:
 - a. Height and location;
 - b. Mass and scale;
 - c. Materials and color;
 - d. Illumination;
 - e. Existing and proposed vegetation and intervening structures.

10. Timing for Review of New Concealed Tower Applications

A new concealed PWSF tower shall be reviewed and a decision rendered within 150 days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide personal wireless services or within such other mutually agreed upon time. ("Spec" towers are not entitled to review and decision within 150 days, or to any of the other protections of the Telecommunications Act.) Construction permits issued for new concealed PWSF towers shall be valid for a term of 180 days and shall lapse and be void if construction of the contemplated concealed PWSF tower is not completed within that time.

(5) *AM/FM/TV/DTV Broadcasting Facilities*

The following standards apply to new AM/FM/TV/DTV broadcasting facilities:

- a. An antenna, antenna array and/or antenna-supporting structure for AM/FM/TV/DTV facilities licensed by the Federal Communications Commission shall only be permitted in zoning districts CO or IN in the City.
- b. Any applicant for the construction or installation of any antenna, antenna array and/or antenna-supporting structure for use as an AM, FM, TV or DTV broadcasting facility must demonstrate, prior to submitting an application, a valid FCC construction permit for the proposed location (showing NAD 27 coordinates and appropriate conversion to NAD 83 coordinates) together with an FAA Determination of No Hazard to Air Navigation (Form 7460) for the same coordinates.
- c. An antenna, antenna array and/or antenna-supporting structure for use as an AM, FM, TV or DTV broadcasting facility shall, in no event, exceed 250 feet in height.
- d. Any antenna-supporting structure, equipment enclosures and ancillary structures shall meet the minimum setback requirements for the land use district where they are located, except that where the minimum setback distance for an antenna-supporting structure from any property line or ROW is less than the height of the proposed antenna-supporting structure, the minimum setback distance shall be increased to equal the height of the proposed antenna-supporting structure. However, in all instances, the minimum setback distance from the setback line of any residentially zoned property, with a constructed residence or potential residence, shall be at least 200 percent of the height of the entire proposed structure.

- e. The entire antenna-supporting structure and all appurtenances shall be designed pursuant to the wind speed design requirements of ASCE 7-95, including any subsequent modification to those specifications.
- f. Any facility shall be illuminated in accordance with FAA requirements to provide aircraft obstruction lighting, where required. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (such as the longest duration between flashes) allowable by the FAA. No strobes or other lighting shall be permitted unless required by the FAA.
- g. New towers shall maintain a galvanized gray finish or other accepted contextual or compatible color, except as required by federal rules or regulations.
- h. The radio frequency emissions shall comply with FCC standards for such emissions on an individual and cumulative basis with any adjacent facilities. The applicant shall certify that any and all new services shall cause no harmful interference to the existing City of Sedona Public Safety Communications equipment.
- i. Applicants shall provide for a fence or wall around the proposed facility that meets the requirements of Section [4.4.B\(4\)c.5](#).
- j. Landscaping and buffering shall be required around the perimeter of development areas, as required by Section [5.6](#), *Landscaping, Buffering, and Screening*, except that the Planning and Zoning Commission may waive the required landscaping otherwise required under Section [5.6](#) on one or more sides of the development areas or allow the placement of required landscaping elsewhere on the development area when the required landscape area is located adjacent to undevelopable lands or lands not in public view. Alternative landscaping may be approved by the Planning and Zoning Commission. Landscaping shall be installed on the outside of the perimeter fence or wall.
- k. The only signage that is permitted upon an antenna-supporting structure, equipment enclosure, or fence (if applicable) shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every 20 feet and attached to the fence or wall shall display in large, bold,

high contrast letters (minimum height of each letter: four inches) the following: "HIGH VOLTAGE – DANGER."

I. *Grading and Drainage*

Applicant shall furnish evidence that the proposed facility does not violate requirements in Section [5.3](#), *Grading and Drainage*.

m. *Adverse Effects on Adjacent Properties*

1. New towers shall be configured and located in a manner that shall minimize adverse effects including visual impacts on adjacent properties. The applicant shall demonstrate that alternative locations, configurations, and facility types have been examined and shall address in narrative and graphic form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration and location proposed.
2. The following attributes shall be considered from vantage points at adjacent properties, roadways and occupied structures:
 - i. Height and location;
 - ii. Mass and scale;
 - iii. Materials and color;
 - iv. Illumination;
 - v. Existing and proposed vegetation and intervening structures; and
 - vi. Overall aesthetics of the proposed structure.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

The Sedona Land Development Code is current through Ordinance 2019-06, passed October 8, 2019.

Disclaimer: The City Clerk's Office has the official version of the Sedona Land Development Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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4.5.

Noncommercial Amateur Radio Tower or Oversized Satellite Earth Station

An applicant proposing either (A) a satellite earth station larger than the parameters set forth in Section [4.3.A\(2\)g](#) or (B) an amateur radio tower that is 65 feet or greater or is not located either directly behind the rear structural wall of a residential or commercial structure, or is attached to the rear or side of a residential or commercial structure, shall obtain a conditional use permit as set forth in Section [8.4.B](#), *Conditional Use Permit*, relative to the review criteria provided in Section [4.3.C](#), *Approval Criteria*, prior to submittal for building permit approval and the initiation of construction.

A.

Application Requirements

- (1) Site plan application in accordance with the site plan requirements of the codes of the City.
- (2) Applicant's copy of current, valid FCC license for amateur radio tower operation (not applicable for satellite earth station applicants).
- (3) Site plan sketch showing all proposed structures (such as support structures, anchorage) and setbacks from such structures to property boundaries.

B.

Approval Standards

Approval standards for amateur radio tower in excess of 65 feet:

- (1) The facility shall be accessory to a legal, principal use on site (such as a residence).
- (2) Structures, including towers, shall meet the setback requirements for primary structures for the zoning district in which the proposed facility shall be located.

- (3) Applicant shall commit in writing that the facility will be erected in accordance with manufacturer's recommendations.
- (4) If more than 220 voltage is present in the ground grid or in the tower, a sign shall be attached to the tower and shall display in large bold letters the following: "HIGH VOLTAGE – DANGER."
- (5) Applicant shall certify that the proposed facility meets or exceeds FCC guidelines for radio frequency radiation exposure.
- (6) Applicant shall furnish evidence that the proposed facility does not violate requirements in Section [5.3](#), *Grading and Drainage*.

C.

Collocation Prohibited

Collocation of any antenna, antenna arrays, microwave or similar type equipment not used for the purposes of either a satellite earth station or an amateur radio tower is prohibited.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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4.6.

Interference with Public Safety Communications

In order to ensure that the City's public safety radio services will be free from objectionable technical interference, all applicants requesting a permit for a wireless communication facility or an AM/FM/TV/DTV facility shall agree, in addition to any other requirements:

- A. To demonstrate compliance with good engineering practices;
- B. To provide the City a copy of all inter-modulation studies submitted to the FCC;
- C. Not to induce objectionable technical interference to the City's public safety radio services;
- D. To comply with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI);
- E. In the case of collocation of wireless communications facilities either in the same location or on the same tower as the City's, to not cause or permit to be caused by its transmissions or other activities on the premises, objectionable technical interference of any kind whatsoever to the broadcasting transmissions, reception, or electromagnetic communications of the City;
- F. To pay for any studies requested by the City's Director to determine if the applicant's wireless communication facilities are causing objectionable technical interference; and
- G. Upon notification by the Director, if the operations of the applicant are causing objectionable technical interference, to immediately undertake all steps necessary to determine the cause of and eliminate such interference utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide," released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004), including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations, at the cost of the applicant. If said interference continues for a period in excess of 48 hours after notice from the Director, the City shall have the right to cause the applicant to cease operating the equipment that is causing the objectionable technical interference or to reduce the power

sufficiently to ameliorate the objectionable technical interference until the condition causing said interference has abated.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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4.7.

Post-Construction Inspections

- A. Wireless communication facility owners (other than amateur radio towers) shall submit a report to the Community Development Department certifying structural and electrical integrity, as well as continued compliance with RF exposure standards specified in OET-65, upon activation of the facility and thereafter once every two years on the anniversary of the certificate of completion.
- B. Inspections shall be conducted by an engineer licensed to practice in the state of Arizona. Based upon the results of an inspection, the Director of the Community Development Department may require repair or removal of a wireless communication facility.
- C. The City may conduct periodic inspections with the cost of such inspection paid by the owner of the wireless communication facility as provided in the fee schedule of the City to ensure structural and electrical integrity. The owner of the wireless communication facility may be required by the City to have more frequent inspections if there is evidence that the wireless communication facility has a safety problem or is exposed to extraordinary conditions.

[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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4.8.

Abandonment and Removal

A. Towers and base stations shall be removed and the site restored at the owner's expense, within 180 days of cessation of use.

B. An owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The Director may extend the time for removal or reactivation up to 60 additional days upon a showing of good and unique cause. If the tower or base station is not removed within this time, the City may give notice that it will contract for removal within 30 days following written notice to the owner. Thereafter, the City may cause removal at the cost of the owner.

C. Upon removal of the tower or base station, the site shall be returned to its natural state and topography and vegetation consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal, excluding the foundation, which does not have to be removed. The Director may extend the time for returning the site to its natural state, topography, and vegetation up to 60 additional days upon a showing of good and unique cause. If the site improvements are not made, the City may give notice that it will contract for the improvements within 30 days following written notice to the owner. Thereafter, the City may contract the improvements at the cost of the owner.

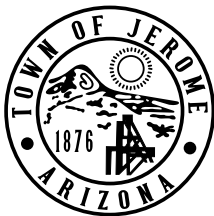
[Ord. 2018-12, 11-14-18 ([Res. 2018-34](#))].

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TOWN OF JEROME

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ZONING ADMINISTRATOR ANALYSIS COUNCIL STAFF REPORT January 14, 2020

ITEM 8B: Sidewalk Encroachment Policy
Zone: C-1
Recommendation: Discussion/Possible Action
Prepared by: John Knight, Zoning Administrator

Summary: The Council previously requested input from the Planning and Zoning Commission and the Design Review Board in developing a sidewalk encroachment policy. This was reviewed by the by the Planning and Zoning Commission on Nov. 6, 2019 and the Design Review Board on December 9, 2019.

Comments from DRB and P&Z: Minutes from the meetings are attached for reference.

- Hostess stands – could be allowed through the Design Review approval process
- Benches – would like to see more than one option for a pre-approved bench
- A-Frame Signs – prohibited on sidewalks (but allowed on private property)
- Compliance Time Frame – need to provide a reasonable time frame for businesses to comply with new ordinance
- Council Authority – there was at least one member that doesn't feel that this should be within the purview of the DRB or P&Z

Key Issues/Discussion Items: The following items were discussed regarding the implementation of a Policy.

- **Permit Process** – A permit submittal process and fee
 - **Standards** – Standards regarding sidewalk clearance (horizontal/vertical) and size/scale of encroachments
 - **Items Allowed** – A list of items that are appropriate to be placed on the sidewalk
 - **Exemptions** - A list of exempt items, such as utilities
 - **Transition Period** – A time period to allow owners of businesses to transition to the new standards and requirements
1. **Permit Process** – Applications should be required for installation of both temporary and permanent encroachments. Some encroachments are already included in other parts of the Town Code or Zoning Code. Utilities are addressed under the Town Code and require encroachment permits from Public Works and Building Permits. There is no reason to change the permit process for these items. Signs and Awnings that project over the sidewalk are included under the Sign Ordinance and

are permitted through the Design Review process. There should not be any to change the existing permit process for signs and awnings. There should be two basic permit processes as noted below.

- **Administrative Process** – A simple application and fee should be created for “minor” encroachments or items that have already been pre-approved (such as a standard bench). These items will still require a permit but can be handled over the counter by the Zoning Administrator. A small fee could be associated with the request for minor encroachments.
 - **Design Review Process** – The DRB process can be implemented for larger projects or unusual requests. The standard DRB application and fee can be used.
2. **Standards** – Standards should be added to ensure that adequate clearance is provided on the sidewalk. The following standards are suggested.
- **Horizontal Clearance** – a minimum horizontal clearance of 36” should be maintained. This is consistent with ADA handicapped requirements, Building Code and Fire Code. For sidewalks less than 36” in width, no encroachments should be allowed.
 - **Vertical Clearance** – the sign ordinance requires that projecting signs be a minimum of 8’ above the ground (or in this case sidewalk). This standard should continue to be used for encroachments. This would primarily apply to projecting signs and awnings. Note that awnings are not currently addressed in the Zoning Ordinance and should be included as part of a sidewalk encroachment policy.

3. **Items Allowed** – a list of common items and a suggested permit process is included in the table below.

Item	Description	Process	Notes
Projecting Sign	Permanent signs which project over the sidewalk	Design Review	Currently addressed in the sign ordinance as requiring Design Review. This should be continued.
A-Frame Signs	Temporary A-Frame signs that businesses put in front of their store	Prohibit	These are currently addressed in the sign ordinance and allowed only allowed on private property
Awnings	Permanent awnings that are attached to buildings	Design Review	These are currently addressed through the Design Review process.
Benches	Benches and similar features	Design Review/ Administrative	A standardized Town bench design (or designs) could be approved by the DRB. Once approved, businesses would have the option of installing this bench through a simple Administrative process. More unique benches or bench/planter features, (like in front of the Clinkscale Building) can be done through the DRB.
2 nd Story Projecting Decks	Decks and stairs that project over the sidewalk	Design Review	Many of the older buildings have decks (or stairs) that project over the sidewalk. There needs to be standards/criteria and a process for allowing decks over the right of way.
Trash Cans		Design Review/ Administrative	A standardized Town trash can could approved by the DRB. Once approved, businesses would have the option of installing the standard trash can through an administrative process or a more unique item through the DRB.
Cigarette disposer		Design Review/ Administrative	A standardized Town cigarette disposer could be approved by the DRB. Once approved, businesses would have the option of installing the standard cigarette disposer through an administrative process or a more unique one through the DRB.
Hostess Stands	A temporary stand placed on the sidewalk to take reservation	Design Review or Prohibit	A process could be provided that allows for hostess stands or the P&Z (and DRB) may want to prohibit these in the ordinance
Artistic or Historical Features	This includes a variety of permanent items such as mining equipment and metal sculptures	Design Review	These would be individually considered by the DRB
Newspaper Racks/ Stands	These include a variety of racks/stands intended for distribution of newspapers, pamphlets or similar items	Design Review	The content distributed in newspaper racks is protected by free speech. However, the Town has the ability to regulate what these racks look like.
Other	Anything not specifically listed above	Design Review	This is a catch all category to address any other items that businesses might want to place on the sidewalk.
Utilities	Gas meters and other utilities	Building Permit	These items are addressed as part of the building permit process and should be exempt from Administrative or Design Review.

4. **Exemptions** – A list of items that are exempt from the encroachment policy might include the following (some are noted above).
- Items Placed by the Town (benches, trash cans, cigarette disposers, signs, etc.)
 - Utilities associated with a building permit or addressed elsewhere in Town Ordinances
5. **Transition Period** – The Commission may want to provide a period of time for businesses to comply with the new encroachment ordinance. This would apply only to existing encroachments that did not already go through Design Review or another process. For example, many of the businesses have placed benches that may not be appropriate on the sidewalk. Businesses would be given the option of applying for Design Review or removing the encroachment. An appropriate time period of six months or a year could be included as part of the ordinance.

Action: The Council should review/discuss the issues associated with the adoption of a new sidewalk encroachment policy. The Council may wish to make a motion to initiate the development of a new ordinance.

Attachment:

- Examples of Sidewalk Encroachments
- P&Z Minutes from November 6, 2019
- DRB Minutes from December 4, 2019

Common Sidewalk Encroachments:

1. **Utilities:** Utilities such as gas meters are common items on the sidewalk. Staff recommends that utilities continue to be allowed on the sidewalk provided that a minimum width of 36" is maintained.



2. **Projecting Signs & Awnings:** Projecting signs and awnings are already addressed in the Zoning Ordinance. Staff recommends that these continue to be allowed provided that they go through the Design Review process and are a minimum of 8' above the sidewalk (per the Zoning Code).



3. **Sandwich Board Signs:** These are prohibited by the Sign Ordinance and should continue to be prohibited. A periodic enforcement effort may be needed to keep these signs off the sidewalk.



4. **Benches:** Benches are the most common item placed on the sidewalk. The types of benches vary dramatically. The main question is whether the Town should allow only a single type of bench to be placed on the sidewalk. If so, there should be a transition period where businesses are asked to remove/replace existing benches that are currently in front of their businesses. Some benches were placed by community groups, some by private businesses, and some by the Town. Some of these are very old and should be replaced. Some have been placed recently but are not consistent with the new benches placed by the Town. Note that the Town currently has 5 or 6 of the new style benches that could be used to replace some of the older benches. The brass plaques on some of the community placed benches (like the ones that list the Jerome High School graduating classes) could be moved onto the new style benches.



5. **Trash Cans:** The Town is in the process of removing the older wine barrel trash cans and replacing them with the new metal trash cans. The Town previously purchased a small

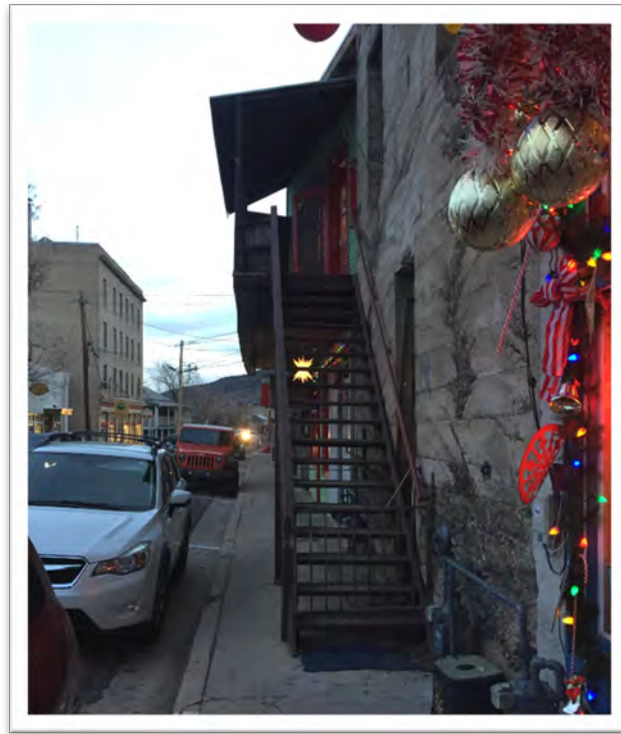
number of cans and hopes to purchase another ten or more next year. Eventually, all the wine barrel trash cans will be replaced with the new metal receptacles.



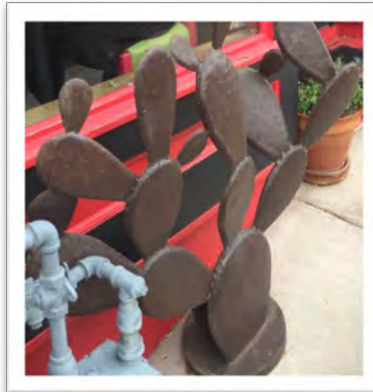
6. **Newspaper Racks:** There are a few newspaper racks on the sidewalk. Although the Town can create standards on what the racks look like, the content and type of papers being distributed is protected by various free speech laws. Additional research is needed to determine whether and how these can be regulated.



8. Decks/Stairs Overhanging Sidewalks



9. **Miscellaneous Items:** There are a variety of other items on the sidewalk that generally fall into the realm of either art or mining equipment. There are also cigarette butt holders and hostess stands. Although the cigarette holders these might not be attractive, they are far better than having cigarette butts on the sidewalk. The question for the Council is what types of other items should be allowed or not allowed.



TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

Motion for Final Approval of the Design as Presented

BOARD MEMBER	MOVED	SECONDED	AYE	NAY	ABSENT	ABSTAIN
WOOD					X	
SMITH			X			
CHRISTENSEN		X	X			
MCDONALD			X			
VINCENT	X		X			

7:38 (33:25) ITEM 7: Design Review for Enclosed Porch

ADDRESS: 700 Holly

OWNER OF RECORD: Jack Dillenberg

Applicant is seeking Design Review to enclose a porch to create a greenhouse

ZONE: R1-5

APN: 401-07-089B

Mr. Christensen asked about the window design.

7:40 (35:38) Mike Parry, the contractor, responded the windows were double pane.

Motion for Final Approval of the Design as Presented

BOARD MEMBER	MOVED	SECONDED	AYE	NAY	ABSENT	ABSTAIN
WOOD					X	
SMITH		X	X			
CHRISTENSEN	X		X			
MCDONALD			X			
VINCENT			X			

7:42 (36:53) ITEM 8: Sidewalk Encroachment Policy

The Town Council has asked the Planning and Zoning Commission and DRB Boards to provide input on a new sidewalk encroachment policy.

John Knight presented his information and the Board gave their input.

7:53 (48:45) ITEM 9: Future Agenda Items for Jan. 13, 2020

Mr. Knight said there would be a sign for the Jerome Winery.

7:54 (49:15) ITEM 10: Update on Nov. 12th Council Meeting Items

Mr. Knight gave his updates.

7:55 (50:05) ITEM 11: Move Meeting Time to 6:00 pm (from 7:00 pm)

Mr. Vincent asked how the Board felt about moving the meeting time to 6:00 p.m.

Motion to Move the Meeting Time from 7:00 pm to 6:00 pm on a Permanent Basis

BOARD MEMBER	MOVED	SECONDED	AYE	NAY	ABSENT	ABSTAIN
WOOD					X	
SMITH			X			
CHRISTENSEN		X	X			
MCDONALD	X		X			
VINCENT						X

7:56 (51:14) ITEM 12: Approvals by Resolution (for January meeting)

Mr. Knight spoke about his idea for Resolutions.

7:57 (52:30) ITEM 13: To/From Board Members

Mr. McDonald asked when they might have another Joint Meeting. He thought it had gone well and they discussed possibly in another six months.

ITEM 14: ADJOURN

Motion to Adjourn at 7:58

BOARD MEMBER	MOVED	SECONDED	AYE	NAY	ABSENT	ABSTAIN
WOOD					X	
SMITH			X			
CHRISTENSEN			X			
MCDONALD		X	X			
VINCENT	X		X			

Approval on next page.

REGULAR MEETING OF THE TOWN OF JEROME



Founded 1876
Incorporated 1899

TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

7:06 (04:24) ITEM 6: Sidewalk Encroachment Policy

APPLICANT: Town of Jerome

The Town Council has asked the Planning & Zoning Commission and the Design Review Board to provide input on a sidewalk encroachment policy

Mr. Knight presented the policy he is working on. He asked for input and the Commission gave him ideas.

Chair Schall thinks hostess stands should go before the Design Review Board.

7:27 (24:45) Commissioner Ludwig spoke about a temporary A frame sign placed on the sidewalk. She doesn't understand how we can prohibit an A-frame and not a hostess stand. They should be subject to the same rules. She believes a hostess stand causes more congestions than an A-frame sign. Both items should be subjected to the same review.

7:30 (28:10) Chair Schall said this is a good start and suggested the commission send Mr. Knight an email with any further suggestions.

7:35 (33:05) ITEM :7 Education Items

Tiny Homes – information and discussion on possible development of “Tiny Homes” in Jerome

Mr. Knight presented his information regarding tiny homes.

7:44 (44:33) ITEM 8: Zoning Administrator Informational Items

Mr. Knight addressed the following items and the Commissioners asked him questions.

- Update 10/08/2019 Council Meeting

- o Sign Ordinance – 2nd Reading (adopted by Council with minor changes)
- o Residential Parking Permit Ordinance Update – Council members meeting w/Police Chief and will return to Council with recommendations for changes
- o Parking Overlay Zone – Council in general support and directed staff to return with more information. Scheduled for Nov. 12th Council Meeting

- Zoning Administrator Informational Items

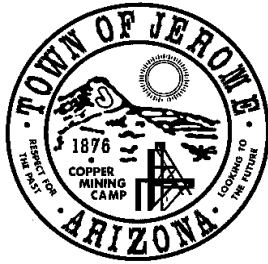
- o Composition of Design Review Board (DRB Liaison position) – discussion and direction to discuss at Joint Meeting for further discussion. Note – this has been re-agendized for the Nov. 12th Regular Council meeting.
- o Sidewalk Encroachment Policy – Council asked for input from P&Z and DRB

- Update on October 15th DRB Meeting

- o Tomlinson Deck (750 Verde Av.) – approved
- o Chinander (860 Hampshire Av.) 6' Fence – approved
- o Foli (665 Verde Av.) Garage rebuild – approved
- o Hotel Jerome (502 Main St.) Window install – approved
- o Misany (804 Hampshire Av.) Possible Demo – discussion only

- Misc. Items

- o Zoning Administrator Work Program/Goal Setting Joint Meeting item (Monday, Nov. 18th at 5pm)
- o R-2 Map Rezone Workshop – Nov. 26th at 6pm at Town Hall
- o Holiday Decorations possible new Ordinance – discussion tentatively scheduled for Nov. 12th Council meeting)
- o Jerome Winery CUP – scheduled for Nov. 12th Council (recommended for approval by P&Z on Oct. 2nd)
- o Tiny Homes – discussion at Nov. 12th Council on possible project on Freeport-McMoran property (or Clarkdale “Cemetery Site” owned by the Town)



TOWN OF JEROME

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OFFICE (928) 634-7943 FAX (928) 634-0715

ZONING ADMINISTRATOR REPORT

Town Council

January 14, 2020

ITEM 8E: PARKING OVERLAY DISTRICT UPDATE (Unfinished Business)

Recommendation: Discussion/Possible Action
Prepared by: John Knight, Zoning Administrator
Approved by: Candace Gallagher, Town Manager
Action: Discussion/Direction to Staff

Background:

On November 12, 2019, the Council:

- Initiated the ordinance amendment to sections 510 and 512 of the Zoning Ordinance
- Directed staff to continue to prepare more detailed cost estimates for design and construction of the Queen Street Parking Lot (attached)
- Requested that staff determine the maximum number of spaces per applicant within the overlay district (see table below)
- Requested that staff identify whether the existing concrete wall "ruins" are on Town property or on private property (they are on Town property)

On December 10, 2019, the Council:

- Requested that staff obtain proposals for the necessary survey work for the area around the Hotel
- Directed staff to explore the possibility of expanding the District to include the Hotel Jerome and a few adjacent properties

Cost Estimates: Staff is still in the process of obtaining cost estimates for the Parking Lot design work. There are several parts to the cost estimate. These include Survey, Landscape Design and Engineering.

Survey: It appears that much of the survey work near Queen Street was obtained in 2007. Some additional survey work will be required to update the 2007 survey. A proposal for \$2,000 to do this additional work is attached. This will need to be done prior to Landscape Design or Engineering. A second proposal has been obtained for the area around the Hotel Jerome. This proposal is for \$5,200 and is also attached.

Landscape Design: Staff suggests a budget of \$3,000 to \$5,000 for the landscape work. If directed by Council, staff can bring proposals to the next Council meeting for review.

Engineering Design: After the Council has selected a preferred design, this will be turned over to an Engineer. The engineering work will include grading, drainage, parking lot design, water, and other utilities. The Engineer's work will also include development of construction cost estimates in order to determine the amount of the parking in-lieu fee. It's difficult to obtain a cost estimate for the Engineering work until after the landscape design work is done. Initial conversations with an Engineer suggest that a budget of \$5,000 to \$7,000 will be needed.

Overlay District Boundaries: At the last Council meeting, staff was directed to explore the possibility of including the Hotel Jerome and surrounding properties. This will require additional survey work (see attached proposal), design work and analysis to determine how many spaces will be needed and how many spaces can be generated. Attachments with the current and proposed expanded boundaries are included. Due to the additional cost and uncertainty about how many spaces will be needed for the Hotel, staff suggests holding off on expanding the District Boundary until a later date.

Number of Spaces Per Applicant: Within the Pilot Project area, staff previously calculated potential parking demand and available spaces. This is shown in the Table below. Note that the spaces for the expanded boundary are not included in this table.

Parcel	Size (sf)	Owner	Demand (Low)	Demand (High)	Spaces Available	Notes
401-06-075	27,443	Town of Jerome	-	-	28	Volleyball Parking Lot - after redesign.
401-06-076B	24,829	Town of Jerome	-	-	-	Existing "Sliding Jail Parking Lot" - spaces already allocated.
401-06-077	3,920	Ensign	5	10	-	Vacant Lot. No plans submitted.
401-06-078D	2,614	Romberger (House of Joy)	0	7	-	New owners are interested in reopening a restaurant.
401-06-126	3,000	Town of Jerome	-	-	3	Property NW of Cuban Queen
401-06-127	2,178	Cuban Queen Bordello	5	10	-	Plans not yet submitted. Parking demand unknown.
401-06-138	19,602	Town of Jerome	-	-	-	Slope area below "Sliding Jail Parking Lot".
Totals	83,586	-	10	27	31	-

Fiscal Impacts: Preliminary costs are identified as follows:

- Survey – \$2,000 for Original Boundary, \$5,200 additional for expanded boundary
- Landscape Design - \$3,000 to \$5,000
- Engineering Design - \$5,000 to \$7,000 (detailed proposals can be provided after the Landscape Design Work is complete)

The costs can be offset through both construction by applicants and/or payment of in-lieu fees. The cost can be further offset by expanding the Kiosk Parking program to include this area.

Action: Key items that staff would like direction on whether to pursue the additional survey work for the Hotel area and confirmation of the District Boundary.

Attachments –

1. Survey Proposal for Queen Street Area
2. Survey Proposal for Hotel Jerome Area
3. Map of District Boundary
4. Map showing potential expanded boundary



Shephard ▲ Wesnitzer, Inc.

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Sedona, AZ 86336

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Sedona, AZ 86340

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928.282.2058 fax

www.swiaz.com

Engineering an environment of excellence.

PROPOSAL/ AGREEMENT FOR PROFESSIONAL SERVICES

Ref. No. 19251
December 3, 2019

BETWEEN: Town of Jerome
ATTN: John Knight
P.O. Box 335.
Jerome, AZ 86331 ("CLIENT")

AND: Shephard - Wesnitzer, Inc.
P.O. Box 3924
Sedona, AZ 86340 ("SWI")

FOR THE PROJECT: Professional Survey Services –
Topographic Survey ("PROJECT")
A Portion of APN: 800-18-007K
See attached Exhibit B for Survey Limits
1st Ave. Jerome AZ ("SITE")

The Client and SWI do hereby agree as follows:

1.0 DESCRIPTION OF PROJECT

Information provided by Client indicates that the Project will consist of parking improvements in Jerome AZ.

2.0 PURPOSE

The purpose of our Survey Services will be to provide a Topographic Survey. for the PROJECT.

Client's Initials _____

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

3.0 SCOPE OF SERVICES

We propose to provide the following:

Item No.	Description	Fee
1.	Topographic Survey (See Attached Exhibit "B" for Limits): SWI will Locate topographic features on the property, including existing ground conditions, location of existing drainage and drainage structures, visible above ground utilities (surface appurtenances), edges of roadway, fence lines, trees 4" and larger DBH (diameter at breast height), and spot elevations. SWI will establish a site benchmark referenced to NAVD 88. SWI will prepare a sealed and signed topographic drawing with one (1) foot contour intervals and spot elevations depicting site features, with location of record boundary lines. Topographic information from a previous Topographic Survey (SWI project No. 07071) will be added to the Topographic Survey for reference. Deliverables: 24"x36" sealed topographic survey and PDF of sealed drawing.	\$2000
TOTAL		\$2000

4.0 SCHEDULE

Work will be scheduled upon receipt of a signed copy of this agreement and retainer. Boundary Survey is expected to require 2-3 weeks to complete for Client review.

5.0 ASSUMPTIONS

That sufficient boundary monumentation necessary to determine the boundaries of the subject parcels exists on or adjacent to the subject parcels. It is also assumed that no survey problems exist, such as erroneous monumentation, overlapping or defective deeds, or discrepancies between record title dimensions and actual field conditions or occupation. Client will be notified of any such circumstances.

6.0 MANNER OF PAYMENT

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

7.0 FEES

The cost for Survey services for item 1 is a lump sum fee of \$2000 including reimbursable expenses. Reimbursable expenses include FedEx charges, mileage, plan reproduction costs. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required.

8.0 STANDARD SWI TERMS AND CONDITIONS

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

9.0 SERVICES NOT INCLUDED

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

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

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

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

EXECUTED BY:

From M. Beaz

Aron M. Reay
Survey Project Manager
Shephard-Wesnitzer, Inc.

December 3, 2019

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

EXECUTED BY:

Clients Authorized Representative

_____, 2019
Date

Typed or Printed Name

Title

TERMS AND CONDITIONS

Ref. No. 19251

The captions of the sections herein are intended for convenience of reference only and shall not be used to interpret the content of each section.

1. PROJECT INFORMATION

- 1.1 In preparation of its Proposal, SWI has relied on certain information and documentation supplied by CLIENT or CLIENT's agents as being accurate, and CLIENT agrees that SWI has a right to rely on the said information or documentation.
- 1.2 CLIENT affirms that CLIENT has provided all documents, maps and other information in CLIENT's possession, relating to past, present and proposed future use of THE SITE and its surrounding area, to SWI before execution of this Agreement by SWI.
- 1.3 CLIENT confirms that the content of all documents, maps and other information which CLIENT has provided to SWI before SWI's execution of this Agreement is correctly addressed in the Scope of Services part of this Agreement.
- 1.4 CLIENT will designate in writing those persons, organizations or agencies to be contacted in the event conditions are revealed during the execution of SWI's services that would require possible alteration of the services hereunder.

2. WARRANTY

SWI warrants their services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the professions practicing these services in the same or similar locality of THE SITE at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

3. SAFETY

SWI will perform work under safe conditions. CLIENT may be charged additionally for safety or security measures required by dangerous job conditions, encountered during SWI's performance of the required services that could not be anticipated by review of the information available at the time the Agreement was executed.

4. INSURANCE

- 4.1 SWI will maintain the following insurance and amounts: Workman's Compensation, statutory limits; General Liability, \$1,000,000; Professional Liability, \$1,000,000.
- 4.2 No insurance, of whatever kind or type which may be carried by SWI, is to be considered in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials ON THE SITE.

5. LIMITS OF LIABILITY

For any damage, cost, expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of SWI's services, the liability of SWI, its employees, agents, officers, and consultants to all claimants with respect to THE PROJECT will be limited to an aggregate sum not to exceed \$50,000 or SWI's total fee for the services rendered on THE PROJECT, whichever is greater.

6. NOTIFICATION OF DEFECTS IN SERVICE

CLIENT, CLIENT's personnel, and CLIENT's contractors and subcontractors shall promptly report in writing to SWI any defects or suspected defects in SWI's work or services, in order that SWI may take prompt, effective measures which in SWI's opinion will minimize the consequences of a defect in service.

7. INDEPENDENT CONTRACTOR STATUS

CLIENT confirms that SWI is employed as an independent contractor to perform the services required under this Agreement. SWI shall be free to exercise its discretion and independent

judgment as to the methods and means of performance of these services, consistent with all other requirements of this Agreement.

8. OWNERSHIP AND DISPOSITION OF DOCUMENTS

- 8.1 CLIENT agrees that all documents, calculations, studies, plans, maps, models, photographs, drawings, computer printouts, field notes, samples, logs, specimens, laboratory test data, and other products generated in the performance of services rendered under this agreement constitute work for hire and are and shall remain the property of the SWI.

- 8.2 SWI agrees that, during the performance of this Agreement, and thereafter it will not disclose to any persons, other than the CLIENT, CLIENT's authorized representatives, and those persons, organizations or agencies specifically designated in writing by CLIENT, any information pertaining to this Agreement or services rendered by SWI pursuant to this agreement except as follows:

- 8.3 In response to a valid subpoena or requirement under the law; however, SWI shall notify CLIENT upon receipt of the subpoena or other mandate in order to give CLIENT time to protect the confidentiality of the materials sought; and

- 8.2.2 Under circumstances where, in SWI's professional judgment, the performance of the duties under this agreement discloses a serious threat to the public health, safety of welfare, and the CLIENT after being notified of the threat refuses to, or does not take appropriate action within a reasonable time, then SWI has a professional obligation to notify the appropriate Regulatory Agency of the specific nature of the public threat.

9. DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client and the Consultant agree that any electronic files furnished by either party shall conform to the specifications listed in Exhibit A. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of seven (7) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and

TERMS AND CONDITIONS

Ref. No. 19251

electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

10. ACTS OR OMISSIONS OF OTHERS

SWI shall not be responsible for acts or omissions of any other party or parties involved in planning or designing of any project(s) for construction on THE SITE or the failure of any contractor or subcontractor to construct any item on THE SITE in accordance with recommendations contained in any issued by SWI. SWI, by the performance of services hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to any project(s) on THE SITE customarily vested in project architects, design engineers, or any other design agencies or authorities.

11. RELIANCE ON PUBLIC RECORDS OR OTHER NON-SWI REPORTS AND DATA

Unless otherwise described in "SCOPE OF SERVICES", SWI accepts no responsibility for the correctness or accuracy of data or conclusions contained in public records, reports or other documents which were not published by SWI, but which are discovered by SWI in performance of the services required by this Agreement. CLIENT waives any claim against SWI, and agrees to defend, indemnify and hold SWI harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in such public records or in such other reports or documents.

12. SITE ENTRY

CLIENT will furnish right of entry onto THE SITE for SWI to make the necessary field studies.

13. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

14. LITIGATION BETWEEN AGREEMENT PARTIES

In the event of litigation or arbitration between the parties to this Agreement, all reasonable costs and attorney's fees to enforce this Agreement incurred by the prevailing party shall be reimbursed by the non-prevailing party.

SWI and its subcontractors shall comply with all existing applicable laws and regulations under this Agreement; however, laws or ordinances enacted after the signing of this Agreement may increase SWI's cost of performing services included in this Agreement by requiring modifications of or additions to SWI's work, facilities or equipment. CLIENT shall reimburse SWI for such increased cost.

15. SUBPOENAS

CLIENT is responsible, after notification, for payment of time and expenses resulting from SWI's required response to subpoenas issued in conjunction with SWI's work. Compensation will be based on schedules in effect at the time the subpoena is served.

16. COMPLIANCE WITH LAWS

SWI and its subcontractors shall comply with all existing applicable laws and regulations under this Agreement; however, laws or ordinances enacted after the signing of this Agreement might increase SWI's cost of performing services included in this Agreement by requiring modifications of or additions to SWI's work, facilities or equipment. CLIENT shall reimburse SWI for such increased cost in proportion to the amount of the cost attributable to SWI's performance of services on THE PROJECT.

17. INDEMNITY

CLIENT and SWI do hereby indemnify and hold each other harmless from damage to property of whatsoever kind and nature, and injury to persons, including death, occasioned by the negligent or willful acts, errors or omissions of the indemnifying party, arising out of, or in any way connected to this Agreement.

18. NOTIFICATION OF HAZARDOUS SUBSTANCES

CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous substances may exist at THE SITE, CLIENT has so informed SWI.

19. DISCOVERY OF UNANTICIPATED HAZARDOUS SUBSTANCES

SWI and CLIENT agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. SWI agrees to notify CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. SWI is hereby authorized to take such emergency measures, if any, that are necessary in SWI's professional opinion to immediately protect the health, safety and welfare of the public and SWI's personnel, and/or the environment and CLIENT agrees to compensate SWI for such emergency work. Thereafter, CLIENT and SWI will negotiate to change the scope of services hereunder to include said emergency work. In addition, CLIENT waives any claim against SWI, and agrees to indemnify, defend and hold SWI harmless from any claim or liability for injury or loss arising from SWI's encountering unanticipated hazardous substances or suspected hazardous substances. CLIENT also agrees to compensate SWI for any time spent and expenses incurred by SWI in defense of any such claim, with such compensation to be based upon SWI's prevailing fee schedule and expense reimbursement policy.

20. PAYMENT

CLIENT shall pay SWI in full for all services under the Agreement and executed written Change Orders, irrespective of any claim by CLIENT to third parties for compensation for additional work conducted by SWI. Any such claim shall in no respect delay payment of fees for services performed by SWI. Standard hourly rates are subject to change as current year expires.

21. TERMINATION

This Agreement may be terminated by either party giving not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of the Agreement through no fault of the terminating party, provided that

TERMS AND CONDITIONS

Ref. No. 19251

the terminating party is in full compliance with the Agreement at the time of the notice of termination.

21.2 Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

21.3 In the event of termination for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

22. TERMINATION CHARGES

22.1 If this Agreement is terminated and the termination is due to substantial failure of CLIENT to perform in accordance with the Agreement through no fault of SWI, CLIENT shall pay SWI for services performed to the termination date plus termination charges.

22.2 Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs that are directly attributable to termination. At the option of SWI an additional termination charge, not to exceed thirty percent (30%) of all charges incurred up to the date of termination may be made to cover the cost of completing analyses, records and reports in accordance with 21.3 of these Terms and Conditions.

23. SUSPENSION OF SERVICES

23.1 CLIENT may, upon ten (10) days written notice, suspend further performance by SWI at any time.

23.2 If CLIENT's payment of statements is delinquent, SWI may, upon ten (10) days written notice, suspend further performance until such payment is restored to a current basis.

23.3 At the option of SWI, suspension for any reason exceeding thirty (30) days shall make this Agreement subject to termination or renegotiation.

23.4 All suspensions shall extend this Agreement's completion date commensurately.

23.5 In the event of suspension of services for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

24. SUSPENSION CHARGES

24.1 If SWI's performance is suspended for any reason, CLIENT shall pay SWI for services performed to the suspension notice date plus suspension charges.

24.2 Suspension charges shall include personnel and equipment rescheduling and/or reassignment adjustments, all other related costs indirectly attributable to suspension, and charges for completing analyses, records and reports in accordance with 21.5 of these Terms and Conditions.

25. DELAYS

25.1 Delays resulting from acts of God or from factors beyond the reasonable control of the parties, or from the action or inaction of CLIENT shall extend this Agreement completion date commensurately.

25.2 CLIENT shall pay SWI for services performed to the delay commencement date plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs indirectly attributable to such delays.

26. ASSIGNS

Neither CLIENT nor SWI may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party.

27. BETTERMENT

If, due to SWI's error, any required item or component of the PROJECT is omitted from SWI's construction documents, SWI shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the PROJECT or otherwise adds value or betterment to the PROJECT. In no event shall SWI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the PROJECT.

28. CONSTRUCTION OBSERVATION

28.1 SWI shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and SWI, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow SWI, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, SWI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by SWI as Additional Services in accordance with the terms of this Agreement.

SWI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SWI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SWI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

28.2 SWI shall not be responsible for as-built certifications requested by the CLIENT, regulatory agencies or other third parties unless SWI has conducted the as-built field surveys and has conducted adequate construction observation services to certify to the accuracy and quality of the construction.

P:\2016\16018\Project Management\Proposal\16018 Sedona Rouge APN 408-24-069
Topographic and Boundary Survey.doc

SHEPHARD-WESNITZER, INC. - 2019 HOURLY RATES**STANDARD RATE SCHEDULE**

E-5	ENGINEER 5	\$185/HOUR
E-4	ENGINEER 4	\$175/HOUR
E-3	ENGINEER 3	\$150/HOUR
E-2	ENGINEER 2	\$135/HOUR
E-1	ENGINEER 1	\$120/HOUR
EIT-4	ENGINEER IN TRAINING	\$115/HOUR
EIT-3	ENGINEER IN TRAINING	\$110/HOUR
EIT-2	ENGINEER IN TRAINING	\$105/HOUR
EIT-1	ENGINEER IN TRAINING	\$100/HOUR
CADD-4	CADD DESIGNER	\$115/HOUR
CADD-3	CADD DESIGNER	\$100/HOUR
CADD-2	CADD DESIGNER	\$85/HOUR
CADD-1	CADD DESIGNER	\$65/HOUR
CAD-4	CAD DRAFTER	\$85/HOUR
CAD-3	CAD DRAFTER	\$75/HOUR
CAD-2	CAD DRAFTER	\$65/HOUR
CAD-1	CAD DRAFTER	\$55/HOUR
A-1	CLERICAL	\$65/HOUR
RLS	REGISTERED LAND SURVEYOR, PROJECT MANAGER	\$145/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF	\$125/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF	\$105/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF	\$105/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN	\$105/HOUR
T-3	PROJECT COORDINATOR	\$90/HOUR
INT -1	INTERN	\$60/HOUR
	MARKETING DIRECTOR	\$65/HOUR
	GIS COORDINATOR	\$95/HOUR
	INSTRUMENT PERSON	\$65/HOUR
	GPS RECEIVER	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION	\$25/HOUR
	ARCHIVE FILE RESEARCH	\$60/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICE COST + 10%

PRINTS

BOND	\$2.75EACH
VELLUMS	\$5.00EACH
MYLAR	\$6.00EACH

PLOTS

BOND	\$5.00EACH
VELLUM	\$10.00EACH
MYLAR	\$10.00EACH
COLOR PLOTS/BOND	\$15.00EACH
XEROX	\$.09EACH
CD'S	\$5.00EACH
MILEAGE	\$.65 PER MILE
FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS TWO TIMES OUR STANDARD RATES	

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE.

EXHIBIT A
SHEPHARD-WESNITZER, INC.
ELECTRONIC FILE SPECIFICATIONS

FILE TYPE	FILE FORMAT
Text Document	Microsoft Office Word 2010
Spreadsheet	Microsoft Office Excel 2010
Database	Microsoft Office Access 2010
Project Scheduling	Microsoft Office Project 2003
Meeting Notification	Microsoft Office Outlook 2010
Presentations	Microsoft Office PowerPoint 2010
Drawing Files	AutoCAD 2014 or MicroStation V8i
Geographic Information Systems	ESRI ArcGIS or AutoCAD Map 2014
Storm Drain Analysis	Bentley StormCAD
Water System Analysis	Bentley WaterCAD
Sewer System Analysis	Bentley SewerCAD
Culvert Analysis	Bentley CulvertMaster
Open Channel Analysis	Bentley FlowMaster
Pond Routing Analysis	Bentley PondPack

Exhibit “B”



Survey Limits



Shephard ▲ Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336

P.O. Box 3924
Sedona, AZ 86340

928.282.1061
928.282.2058 fax

www.swiaz.com

Engineering an environment of excellence.

PROPOSAL/ AGREEMENT FOR PROFESSIONAL SERVICES

Ref. No. 19251.002
December 30, 2019

BETWEEN: Town of Jerome
ATTN: John Knight
P.O. Box 335.
Jerome, AZ 86331 ("CLIENT")

AND: Shephard - Wesnitzer, Inc.
P.O. Box 3924
Sedona, AZ 86340 ("SWI")

FOR THE PROJECT: Professional Survey Services –
Boundary and Topographic Survey ("PROJECT")
APN: 401-06-079, 401-06-086 and 401-06-086A
Jerome AZ ("SITE")

The Client and SWI do hereby agree as follows:

1.0 DESCRIPTION OF PROJECT

Information provided by Client indicates that the Project will consist of parking improvements in Jerome AZ.

2.0 PURPOSE

The purpose of our Survey Services will be to provide a Boundary and Topographic Survey for the PROJECT.

Client's Initials _____

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

3.0 SCOPE OF SERVICES

We propose to provide the following:

Item No.	Description	Fee
1.	Topographic Survey (APN: 401-06-079, 401-06-086 and 401-06-086A): SWI will Locate topographic features on the property, including existing buildings, existing ground conditions, location of existing drainage and drainage structures, visible above ground utilities (surface appurtenances), edges of roadway, fence lines, trees 4" and larger DBH (diameter at breast height), and spot elevations. SWI will establish a site benchmark referenced to NAVD 88. SWI will prepare a sealed and signed topographic drawing with one (1) foot contour intervals and spot elevations depicting site features, with location of record boundary lines. Deliverables: 24"x36" sealed topographic survey and PDF of sealed drawing.	\$2000
2.	Boundary Survey (APN: 401-06-079, 401-06-086 and 401-06-086A): SWI will Research record documents, deeds and plats with the Yavapai County Recorder office for the subject parcels, locate and verify existing boundary corners, (or set same if missing) on the subject parcel. Prepare a Results of Survey showing the boundary and data gathered in the field. A Record of Survey drawing will be recorded with the Yavapai County Recorder in compliance with the current Arizona State Board of Technical Registration rules and regulations.	\$3200
TOTAL		\$5200

4.0 SCHEDULE

Work will be scheduled upon receipt of a signed copy of this agreement and retainer. Boundary Survey is expected to require 3-4 weeks to complete for Client review.

5.0 ASSUMPTIONS

That sufficient boundary monumentation necessary to determine the boundaries of the subject parcels exists on or adjacent to the subject parcels. It is also assumed that no survey problems exist, such as erroneous monumentation, overlapping or defective deeds, or discrepancies between record title dimensions and actual field conditions or occupation. Client will be notified of any such circumstances.

6.0 MANNER OF PAYMENT

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

7.0 FEES

The cost for Survey services for item 1 is a lump sum fee of \$5200 including reimbursable expenses. Reimbursable expenses include FedEx charges, mileage, plan reproduction costs. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required.

8.0 STANDARD SWI TERMS AND CONDITIONS

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

9.0 SERVICES NOT INCLUDED

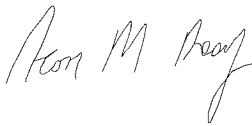
Construction plans, boundary survey, traffic studies, structural design, geotechnical investigations, Army Corp of Engineers 404 permitting, environmental studies, cultural resources, archeological studies, construction staking, or any other work not specifically identified in Section 3.0, Scope of Services.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

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

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

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

EXECUTED BY:



Aron M. Reay
Survey Project Manager
Shephard-Wesnitzer, Inc.

December 30, 2019

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

EXECUTED BY:

_____, 2019
Clients Authorized Representative Date

Typed or Printed Name

Title

TERMS AND CONDITIONS

Ref. No. 19251.002

The captions of the sections herein are intended for convenience of reference only and shall not be used to interpret the content of each section.

1. PROJECT INFORMATION

- 1.1 In preparation of its Proposal, SWI has relied on certain information and documentation supplied by CLIENT or CLIENT's agents as being accurate, and CLIENT agrees that SWI has a right to rely on the said information or documentation.
- 1.2 CLIENT affirms that CLIENT has provided all documents, maps and other information in CLIENT's possession, relating to past, present and proposed future use of THE SITE and its surrounding area, to SWI before execution of this Agreement by SWI.
- 1.3 CLIENT confirms that the content of all documents, maps and other information which CLIENT has provided to SWI before SWI's execution of this Agreement is correctly addressed in the Scope of Services part of this Agreement.
- 1.4 CLIENT will designate in writing those persons, organizations or agencies to be contacted in the event conditions are revealed during the execution of SWI's services that would require possible alteration of the services hereunder.

2. WARRANTY

SWI warrants their services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the professions practicing these services in the same or similar locality of THE SITE at the time of this Agreement. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

3. SAFETY

SWI will perform work under safe conditions. CLIENT may be charged additionally for safety or security measures required by dangerous job conditions, encountered during SWI's performance of the required services that could not be anticipated by review of the information available at the time the Agreement was executed.

4. INSURANCE

- 4.1 SWI will maintain the following insurance and amounts: Workman's Compensation, statutory limits; General Liability, \$1,000,000; Professional Liability, \$1,000,000.
- 4.2 No insurance, of whatever kind or type which may be carried by SWI, is to be considered in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials ON THE SITE.

5. LIMITS OF LIABILITY

For any damage, cost, expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of SWI's services, the liability of SWI, its employees, agents, officers, and consultants to all claimants with respect to THE PROJECT will be limited to an aggregate sum not to exceed \$50,000 or SWI's total fee for the services rendered on THE PROJECT, whichever is greater.

6. NOTIFICATION OF DEFECTS IN SERVICE

CLIENT, CLIENT's personnel, and CLIENT's contractors and subcontractors shall promptly report in writing to SWI any defects or suspected defects in SWI's work or services, in order that SWI may take prompt, effective measures which in SWI's opinion will minimize the consequences of a defect in service.

7. INDEPENDENT CONTRACTOR STATUS

CLIENT confirms that SWI is employed as an independent contractor to perform the services required under this Agreement. SWI shall be free to exercise its discretion and independent

judgment as to the methods and means of performance of these services, consistent with all other requirements of this Agreement.

8. OWNERSHIP AND DISPOSITION OF DOCUMENTS

- 8.1 CLIENT agrees that all documents, calculations, studies, plans, maps, models, photographs, drawings, computer printouts, field notes, samples, logs, specimens, laboratory test data, and other products generated in the performance of services rendered under this agreement constitute work for hire and are and shall remain the property of the SWI.

- 8.2 SWI agrees that, during the performance of this Agreement, and thereafter it will not disclose to any persons, other than the CLIENT, CLIENT's authorized representatives, and those persons, organizations or agencies specifically designated in writing by CLIENT, any information pertaining to this Agreement or services rendered by SWI pursuant to this agreement except as follows:

- 8.3 In response to a valid subpoena or requirement under the law; however, SWI shall notify CLIENT upon receipt of the subpoena or other mandate in order to give CLIENT time to protect the confidentiality of the materials sought; and

- 8.2.2 Under circumstances where, in SWI's professional judgment, the performance of the duties under this agreement discloses a serious threat to the public health, safety of welfare, and the CLIENT after being notified of the threat refuses to, or does not take appropriate action within a reasonable time, then SWI has a professional obligation to notify the appropriate Regulatory Agency of the specific nature of the public threat.

9. DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client and the Consultant agree that any electronic files furnished by either party shall conform to the specifications listed in Exhibit A. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of seven (7) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and

TERMS AND CONDITIONS

Ref. No. 19251.002

electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

10. ACTS OR OMISSIONS OF OTHERS

SWI shall not be responsible for acts or omissions of any other party or parties involved in planning or designing of any project(s) for construction on THE SITE or the failure of any contractor or subcontractor to construct any item on THE SITE in accordance with recommendations contained in any issued by SWI. SWI, by the performance of services hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to any project(s) on THE SITE customarily vested in project architects, design engineers, or any other design agencies or authorities.

11. RELIANCE ON PUBLIC RECORDS OR OTHER NON-SWI REPORTS AND DATA

Unless otherwise described in "SCOPE OF SERVICES", SWI accepts no responsibility for the correctness or accuracy of data or conclusions contained in public records, reports or other documents which were not published by SWI, but which are discovered by SWI in performance of the services required by this Agreement. CLIENT waives any claim against SWI, and agrees to defend, indemnify and hold SWI harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in such public records or in such other reports or documents.

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The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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In the event of litigation or arbitration between the parties to this Agreement, all reasonable costs and attorney's fees to enforce this Agreement incurred by the prevailing party shall be reimbursed by the non-prevailing party.

SWI and its subcontractors shall comply with all existing applicable laws and regulations under this Agreement; however, laws or ordinances enacted after the signing of this Agreement may increase SWI's cost of performing services included in this Agreement by requiring modifications of or additions to SWI's work, facilities or equipment. CLIENT shall reimburse SWI for such increased cost.

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CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous substances may exist at THE SITE, CLIENT has so informed SWI.

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SWI and CLIENT agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. SWI agrees to notify CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. SWI is hereby authorized to take such emergency measures, if any, that are necessary in SWI's professional opinion to immediately protect the health, safety and welfare of the public and SWI's personnel, and/or the environment and CLIENT agrees to compensate SWI for such emergency work. Thereafter, CLIENT and SWI will negotiate to change the scope of services hereunder to include said emergency work. In addition, CLIENT waives any claim against SWI, and agrees to indemnify, defend and hold SWI harmless from any claim or liability for injury or loss arising from SWI's encountering unanticipated hazardous substances or suspected hazardous substances. CLIENT also agrees to compensate SWI for any time spent and expenses incurred by SWI in defense of any such claim, with such compensation to be based upon SWI's prevailing fee schedule and expense reimbursement policy.

20. PAYMENT

CLIENT shall pay SWI in full for all services under the Agreement and executed written Change Orders, irrespective of any claim by CLIENT to third parties for compensation for additional work conducted by SWI. Any such claim shall in no respect delay payment of fees for services performed by SWI. Standard hourly rates are subject to change as current year expires.

21. TERMINATION

This Agreement may be terminated by either party giving not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of the Agreement through no fault of the terminating party, provided that

TERMS AND CONDITIONS

Ref. No. 19251.002

the terminating party is in full compliance with the Agreement at the time of the notice of termination.

21.2 Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

21.3 In the event of termination for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

22. TERMINATION CHARGES

22.1 If this Agreement is terminated and the termination is due to substantial failure of CLIENT to perform in accordance with the Agreement through no fault of SWI, CLIENT shall pay SWI for services performed to the termination date plus termination charges.

22.2 Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs that are directly attributable to termination. At the option of SWI an additional termination charge, not to exceed thirty percent (30%) of all charges incurred up to the date of termination may be made to cover the cost of completing analyses, records and reports in accordance with 21.3 of these Terms and Conditions.

23. SUSPENSION OF SERVICES

23.1 CLIENT may, upon ten (10) days written notice, suspend further performance by SWI at any time.

23.2 If CLIENT's payment of statements is delinquent, SWI may, upon ten (10) days written notice, suspend further performance until such payment is restored to a current basis.

23.3 At the option of SWI, suspension for any reason exceeding thirty (30) days shall make this Agreement subject to termination or renegotiation.

23.4 All suspensions shall extend this Agreement's completion date commensurately.

23.5 In the event of suspension of services for any reason prior to completion of all reports contemplated by the Agreement, SWI reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered necessary by them to protect their professional reputation, to complete a report on the services performed to date.

24. SUSPENSION CHARGES

24.1 If SWI's performance is suspended for any reason, CLIENT shall pay SWI for services performed to the suspension notice date plus suspension charges.

24.2 Suspension charges shall include personnel and equipment rescheduling and/or reassignment adjustments, all other related costs indirectly attributable to suspension, and charges for completing analyses, records and reports in accordance with 21.5 of these Terms and Conditions.

25. DELAYS

25.1 Delays resulting from acts of God or from factors beyond the reasonable control of the parties, or from the action or inaction of CLIENT shall extend this Agreement completion date commensurately.

25.2 CLIENT shall pay SWI for services performed to the delay commencement date plus delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs indirectly attributable to such delays.

26. ASSIGNS

Neither CLIENT nor SWI may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party.

27. BETTERMENT

If, due to SWI's error, any required item or component of the PROJECT is omitted from SWI's construction documents, SWI shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the PROJECT or otherwise adds value or betterment to the PROJECT. In no event shall SWI be responsible for any cost or expense that provides betterment, upgrade or enhancement of the PROJECT.

28. CONSTRUCTION OBSERVATION

28.1 SWI shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and SWI, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow SWI, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, SWI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by SWI as Additional Services in accordance with the terms of this Agreement.

SWI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SWI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SWI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

28.2 SWI shall not be responsible for as-built certifications requested by the CLIENT, regulatory agencies or other third parties unless SWI has conducted the as-built field surveys and has conducted adequate construction observation services to certify to the accuracy and quality of the construction.

P:\2016\16018\Project Management\Proposal\16018 Sedona Rouge APN 408-24-069
Topographic and Boundary Survey.doc

SHEPHARD-WESNITZER, INC. - 2019 HOURLY RATES**STANDARD RATE SCHEDULE**

E-5	ENGINEER 5	\$185/HOUR
E-4	ENGINEER 4	\$175/HOUR
E-3	ENGINEER 3	\$150/HOUR
E-2	ENGINEER 2	\$135/HOUR
E-1	ENGINEER 1	\$120/HOUR
EIT-4	ENGINEER IN TRAINING	\$115/HOUR
EIT-3	ENGINEER IN TRAINING	\$110/HOUR
EIT-2	ENGINEER IN TRAINING	\$105/HOUR
EIT-1	ENGINEER IN TRAINING	\$100/HOUR
CADD-4	CADD DESIGNER	\$115/HOUR
CADD-3	CADD DESIGNER	\$100/HOUR
CADD-2	CADD DESIGNER	\$85/HOUR
CADD-1	CADD DESIGNER	\$65/HOUR
CAD-4	CAD DRAFTER	\$85/HOUR
CAD-3	CAD DRAFTER	\$75/HOUR
CAD-2	CAD DRAFTER	\$65/HOUR
CAD-1	CAD DRAFTER	\$55/HOUR
A-1	CLERICAL	\$65/HOUR
RLS	REGISTERED LAND SURVEYOR, PROJECT MANAGER	\$145/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF	\$125/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF	\$105/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF	\$105/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN	\$105/HOUR
T-3	PROJECT COORDINATOR	\$90/HOUR
INT -1	INTERN	\$60/HOUR
	MARKETING DIRECTOR	\$65/HOUR
	GIS COORDINATOR	\$95/HOUR
	INSTRUMENT PERSON	\$65/HOUR
	GPS RECEIVER	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION	\$25/HOUR
	ARCHIVE FILE RESEARCH	\$60/HOUR, 1 HOUR MINIMUM

OUTSIDE SERVICE COST + 10%

PRINTS

BOND	\$2.75EACH
VELLUMS	\$5.00EACH
MYLAR	\$6.00EACH

PLOTS

BOND	\$5.00EACH
VELLUM	\$10.00EACH
MYLAR	\$10.00EACH
COLOR PLOTS/BOND	\$15.00EACH
XEROX	\$.09EACH
CD'S	\$5.00EACH
MILEAGE	\$.65 PER MILE
FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS TWO TIMES OUR STANDARD RATES	

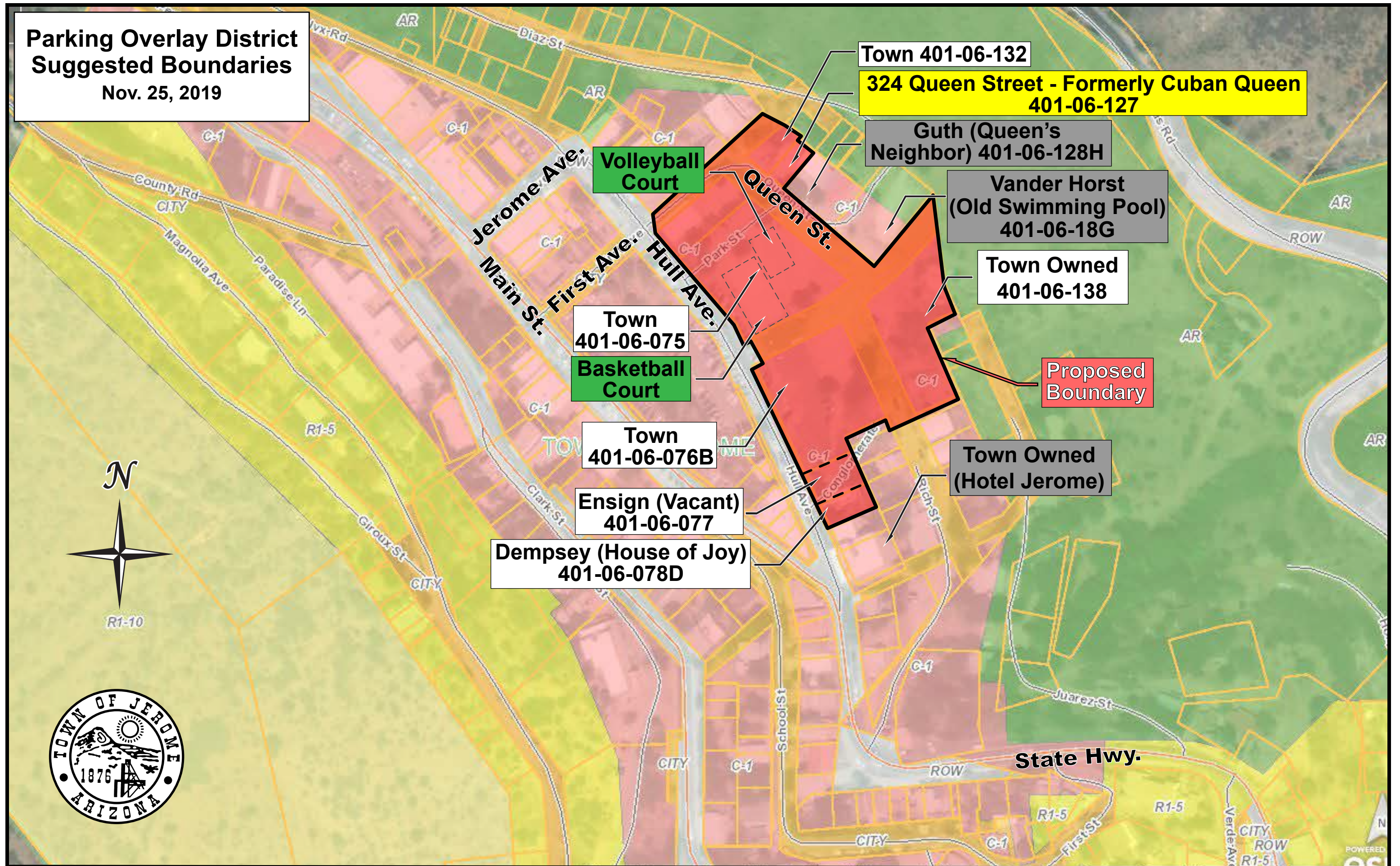
WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE.

EXHIBIT A
SHEPHARD-WESNITZER, INC.
ELECTRONIC FILE SPECIFICATIONS

FILE TYPE	FILE FORMAT
Text Document	Microsoft Office Word 2010
Spreadsheet	Microsoft Office Excel 2010
Database	Microsoft Office Access 2010
Project Scheduling	Microsoft Office Project 2003
Meeting Notification	Microsoft Office Outlook 2010
Presentations	Microsoft Office PowerPoint 2010
Drawing Files	AutoCAD 2014 or MicroStation V8i
Geographic Information Systems	ESRI ArcGIS or AutoCAD Map 2014
Storm Drain Analysis	Bentley StormCAD
Water System Analysis	Bentley WaterCAD
Sewer System Analysis	Bentley SewerCAD
Culvert Analysis	Bentley CulvertMaster
Open Channel Analysis	Bentley FlowMaster
Pond Routing Analysis	Bentley PondPack

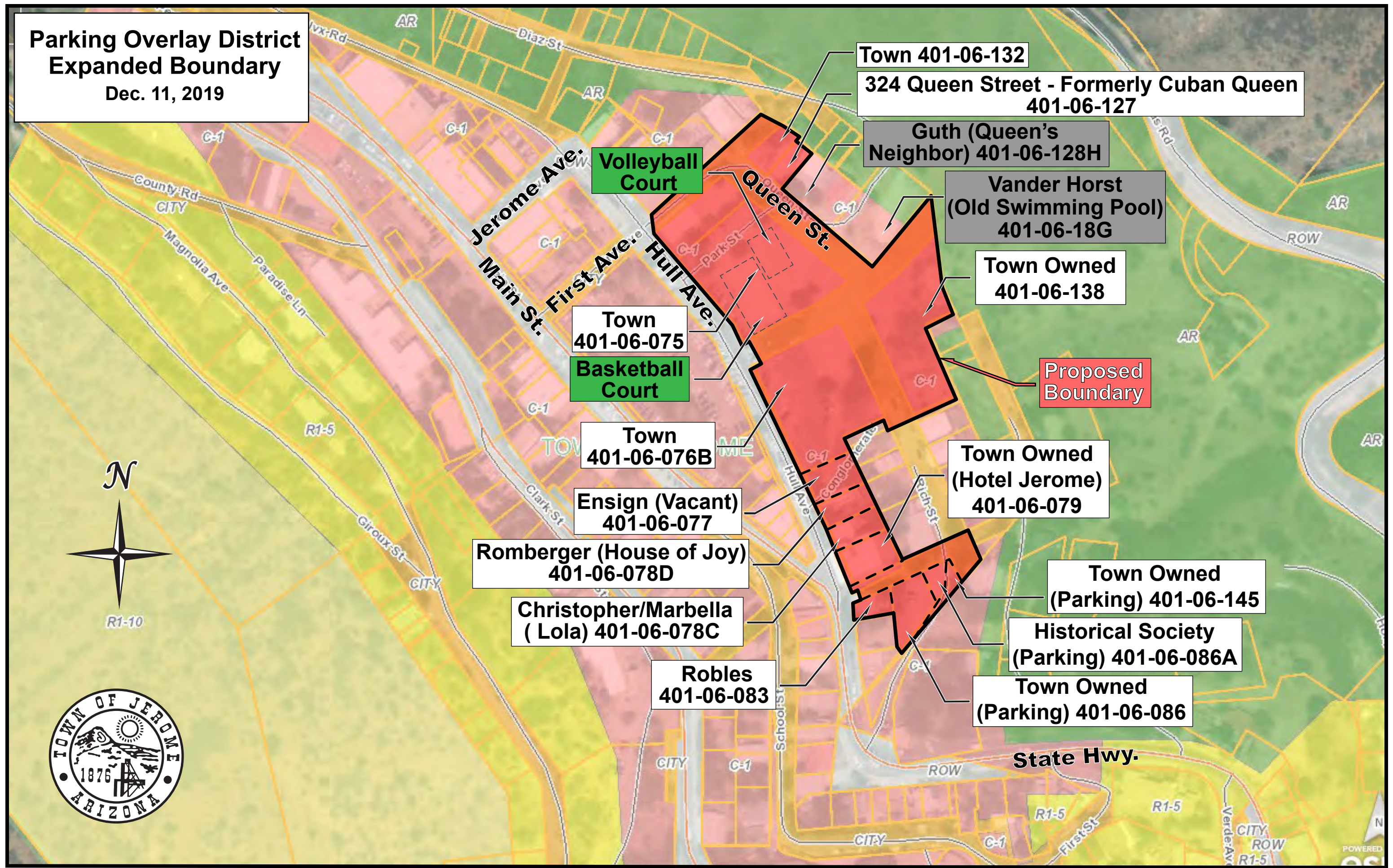
Parking Overlay District Suggested Boundaries

Nov. 25, 2019



Parking Overlay District Expanded Boundary

Dec. 11, 2019



Town 401-06-132

324 Queen Street - Formerly Cuban Queen
401-06-127

Guth (Queen's
Neighbor) 401-06-128H

Vander Horst
(Old Swimming Pool)
401-06-18G

Town Owned
401-06-138

Proposed
Boundary

Town Owned
(Hotel Jerome)
401-06-079

Town Owned
(Parking) 401-06-145

Historical Society
(Parking) 401-06-086A

Town Owned
(Parking) 401-06-086

Volleyball
Court

Town
401-06-075

Basketball
Court

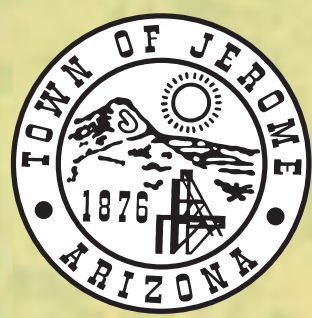
Town
401-06-076B

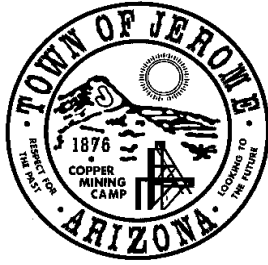
Ensign (Vacant)
401-06-077

Romberger (House of Joy)
401-06-078D

Christopher/Marbella
(Lola) 401-06-078C

Robles
401-06-083





TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331

OFFICE (928) 634-7943 FAX (928) 634-0715

ZONING ADMINISTRATOR REPORT

Town Council

January 14, 2020

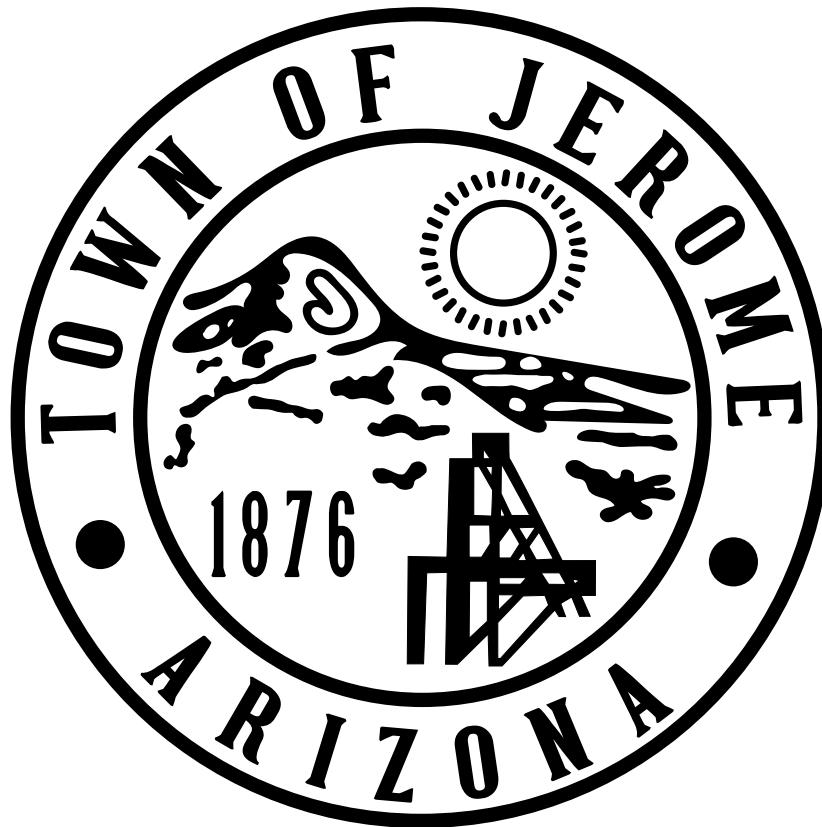
ITEM 9I:

TOWN LOGO

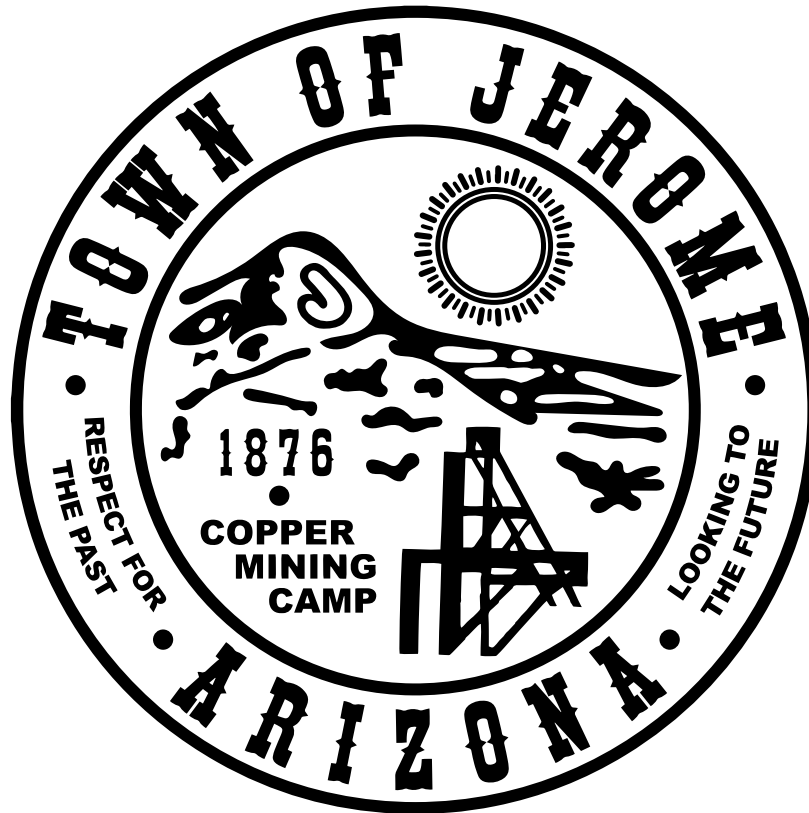
Recommendation:	Discussion/Possible Action
Prepared by:	John Knight, Zoning Administrator
Approved by:	Candace Gallagher, Town Manager
Action:	Discussion/Direction to Staff

Background: During the process of preparing new directional signs for parking, staff noticed that the Town has been using various versions of the Town logo. There are two primary versions currently in use. They use different fonts, text, and have slightly different graphics.

Logo #1: this version is simpler and does not include the additional text shown in Logo #2.



Logo #2: This version has a different western font and includes additional text, Respect for the Past, Looking to the future, and Copper Mining Camp. Note that the sun icon is also different.



Discussion: The two logos are often used for different purposes. Logo #1 (the simpler version) is typically used for staff reports and business cards (where the text would be too small to read), while Logo #2 is used for larger maps/graphics where the smaller text can be clearly read. Issues for discussion are noted below.

1. **Single Logo vs. Two Logos** – Should the Town adopt a single logo or maintain two logos?
2. **Font** – If two logos are used, should they both have the same font? If so, which font is preferred?
3. **Sun** – Should the sun icon be the same in both logos?
4. **Colors** – Although not shown here, some of the logos include a copper color in the inner circle. Should there be a black and white version of the logo and a colored version of the logo?
5. **Logo Consistency** – The Fire Department and Police Department use different logos than Town Hall. Should all departments use a consistent logo or have their own logos?

Action: Discuss and provide direction to staff on the issues noted above.

**JANUARY 20, 2020 JEROME TOWN COUNCIL MEETING
PACKET ADDENDUM #2**

CONTENTS:

- Item 9E: Agreement for Professional Engineering Services – Drainage Improvements (Staff Summary Report and Proposals)
- Item 9F: Professional Engineering Services – Wastewater Treatment Plant (Staff Summary Report and firm's Presentation)



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TOWN OF JEROME

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943 FAX (928) 634-0715

STAFF SUMMARY REPORT

FROM: Candace Gallagher, Town Manager/Clerk

ITEM: Item #9E: Professional Engineering Services – Drainage Improvements

MEETING DATE: January 14, 2020

The Town has received four separate proposals from our Town Engineer, Southwest Environmental Consultants, for design work relative to drainage improvements that will be funded by HURF Exchange funding. The projects funded (as described in the HURF Exchange funding documents) and the engineer's proposals for design work are:

- **Cleopatra Hill Flume & Box Culvert (DESIGN ONLY)** – This project intercepts a significant amount of storm water that would otherwise flow directly into the downtown area of Jerome. It also serves as a primary drainage way through town, flowing through the residential district and discharging to Bitter Creek Wash. It is currently in a significant state of disrepair for most of its length. It crosses under Hill Street through a box culvert to the point where the flume meets Clark Street. At that point, it turns northeast and flow through three additional box culverts and concrete lined channels and ultimately discharges to Bitter Creek Wash. The flume needs repair/replacement and all the box culverts are inadequate to handle the basic 25-year storm event. To compound the issue, there are a significant number of utilities that are located inside the box culverts and concrete spillways along the flow route and easements that will need to be acquired from the mine and private parcels.
Engineer's proposal (Preliminary work only; Design work to be quoted separately following preliminary investigation): \$17,008
- **Hampshire Avenue** – This area has had reported flooding by four residences. The ADOT asphalt overlays have built up over the years and decreased the capacity of the curbs. The catch basins need to be improved and increased in size to allow for additional interception of storm water runoff. The discharge culvert to the north is also undersized and would need to be increased in size to 18" diameter. Additional easements would be necessary from two parcels.
Engineer's proposal: \$7,631
- **Main St. – Holly Avenue – Douglas Rd. area** – This area receives runoff from Third, Fourth and Fifth Streets, concentrating it at a culver crossing under Main Street, then continuing through the culvert to Holly Avenue and ultimately to the channel at Douglas Road. The culvert system is undersized and needs to be replaced with new 18" and 36" diameter culverts, helping to alleviate

overflows on Main Street. In addition, the culvert at East Avenue that flows to Douglas Road is also undersized and needs to be replaced.

Engineer's proposal: \$7,631

- **Douglas Road culverts** – The crossings at Douglas Road are part of the main access to the Jerome State Historic Park/Visitors Center. The crossing at drainage location number 24 on the inventory sheet is an existing 48" concrete culvert with a rock inlet headwall that has deteriorated significantly. Erosion around the inlet headwall has occurred and the rock headwall/retaining wall appears to be failing. This drainage structure is upstream of the wastewater treatment plant and conveys flows from the visitor center parking area adjacent to Perkinsville Road and the Town area west of First Avenue. The 48" culvert is more than half full of sediment and only allows a small amount of runoff to pass through. The culvert is currently inadequately sized to convey the storm water due to the clogging but does not need to be upsized if it is thoroughly cleaned. A second 24" culvert crossing on Douglas at inventory number 253, is also undersized for the 25 year storm. This culvert received storm water from the sliding jail area and should be upsized to 30" to accommodate the storm water flow from that area and avoiding overtopping of the roadway during a 25-year event.

Engineer's proposal: \$14,874

The total cost of these proposals is \$47,144.

This cost will be covered by HURF Exchange funding committed for the project.

If Council opts to accept these proposals, our Engineer can begin work right away.

If Council prefers to solicit other firms, we will need to prepare a Request for Qualifications, advertise, receive proposals, interview firms and negotiate a price with one of those firms.



**SOUTHWESTERN
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BRANCH OFFICE:
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COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

January 9, 2020

Candace B. Gallagher
Town Manager/Clerk
Town of Jerome
600 Clark Street
P.O. Box 335
Jerome, AZ 86331

RE: Engineering Services for Drainage Improvements
Cleopatra Hill Flume and Box Culvert Drainage Project

Dear Candace,

Based on the preliminary review, it has been determined that additional data is required to develop the mitigation options. Coordination with utilities and other constraints will be critical as well. Therefore, it is proposed to conduct a preliminary investigation to gather the available information and develop possible options for mitigation as Phase 1 of the project. This information will be provided for Town review. Based on Town input, we will select a method moving forward. Phase 2 will include the final design and construction documents and is not a part of this proposal or estimate of costs within this proposal. Based on our understanding of the project, preliminary site investigation and our experience with similar projects Phase 1 of the project is to include the following tasks:

Services are to include the following:

- Site visit
- Data collection
- Field survey
- Map/record existing conditions
- Develop mitigation options
- Assist the Town with coordination with stakeholders

It is assumed that all improvements will be within existing drainage easements or that the Town can obtain the necessary approval for easements for the improvements. This proposal excludes geotechnical and structural design and it is assumed that this design will not be required for the project. This proposal also excludes any boundary survey work or creation of easement legal descriptions



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With our experience on similar projects the total estimated cost is \$17,008.00. Therefore, if you would like to proceed with the project, please let us know and we will get a Work Order out for review. We will proceed with the work once receiving a signed Work Order for the project.

Should you have any questions or need any additional information, please contact me at kginige@sec-landmgt.com or (928) 282-7787 ext. 4219.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President





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January 9, 2020

Candace B. Gallagher
Town Manager/Clerk
Town of Jerome
600 Clark Street
P.O. Box 335
Jerome, AZ 86331

RE: Engineering Services for Drainage Improvements
Hampshire Avenue

Dear Candace,

SEC, Inc. is pleased to present this proposal and an estimate of costs to provide engineering services for the above referenced project. Based on our understanding of the project, preliminary site investigation and our experience with similar projects the tasks to be accomplished include:

Services are to include the following:

- Site investigation
- Survey data collection
- Develop mitigation options
- Develop final design
- Develop easement
- Meeting and coordination

It is assumed that blue stake and pot holing will be provided and coordinated by the Town. Coordination with ADOT will also be provided by the Town with SEC assistance, with a maximum of four (4) hours for coordination anticipated. It is also assumed that no geotechnical or structural design will be required for the project. This proposal also excludes any boundary survey work or creation of easement legal descriptions.

With our experience on similar projects the total estimated cost is \$7,631.00. Therefore, if you would like to proceed with the project, please let us know and we will get a Work Order out for review. We will proceed with the work once receiving a signed Work Order for the project.



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Should you have any questions or need any additional information, please contact me at kginige@sec-landmgt.com or (928) 282-7787 ext. 4219.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President





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January 9, 2020

Candace B. Gallagher
Town Manager/Clerk
Town of Jerome
600 Clark Street
P.O. Box 335
Jerome, AZ 86331

RE: Engineering Services for Drainage Improvements
Main Street/Holly Avenue

Dear Candace,

SEC, Inc. is pleased to present this proposal and an estimate of costs to provide engineering services for the above referenced project. Based on our understanding of the project, preliminary site investigation and our experience with similar projects the tasks to be accomplished include:

Services are to include the following:

- Site investigation
- Survey data collection
- Develop mitigation options
- Develop final design
- Develop easement
- Meeting and coordination

It is assumed that blue stake and pot holing will be provided and coordinated by the Town. Coordination with ADOT will also be provided by the Town with SEC assistance, with a maximum of four (4) hours for coordination anticipated. It is also assumed that no geotechnical or structural design will be required for the project. This proposal also excludes any boundary survey work or creation of easement legal descriptions.

With our experience on similar projects the total estimated cost is \$7,631.00. Therefore, if you would like to proceed with the project, please let us know and we will get a Work Order out for review. We will proceed with the work once receiving a signed Work Order for the project.



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Should you have any questions or need any additional information, please contact me at kginige@sec-landmgt.com or (928) 282-7787 ext. 4219.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President





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January 9, 2020

Candace B. Gallagher
Town Manager/Clerk
Town of Jerome
600 Clark Street
P.O. Box 335
Jerome, AZ 86331

RE: Engineering Services for Drainage Improvements
Douglas Road Culverts

Dear Candace,

SEC, Inc. is pleased to present this proposal and an estimate of costs to provide engineering services for the above referenced project. The intent is to protect and improve the conveyance of the main culvert across the existing road. Based on our understanding of the project, preliminary site investigation and our experience with similar projects the tasks to be accomplished include:

Services are to include the following:

- Topographic survey
- Data collection
- Drainage analysis
- Culvert modeling
- Design development
- Develop final construction documents
- Meetings and coordination

It is assumed that the existing pipe across the road is in good condition and no replacement will be required. This proposal excludes geotechnical and structural design and it is assumed that this design will not be required for the project. This proposal also excludes any boundary survey work or creation of easement legal descriptions and it is expected that all proposed improvements will be within the right-of-way and no additional right-of-way easements will be required.



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With our experience on similar projects the total estimated cost is \$14,874.00. Therefore, if you would like to proceed with the project, please let us know and we will get a Work Order out for review. We will proceed with the work once receiving a signed Work Order for the project.

Should you have any questions or need any additional information, please contact me at kginige@sec-landmgt.com or (928) 282-7787 ext. 4219.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President





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(928) 634-7943 FAX (928) 634-0715

STAFF SUMMARY REPORT

FROM: Candace Gallagher, Town Manager/Clerk

ITEM: **Item #9F: Professional Engineering Services – Wastewater Treatment Plant**

MEETING DATE: January 14, 2020

On January 9, interviews were conducted with three engineering firms that had submitted proposals in response to a Request for Qualifications (RFQ) that was issued during the fall. The purpose in soliciting these proposals is to assist the Town in dealing with exceedances of our AZPDES permit for Ammonia Impact Ratio (AIR) as well as some random exceedances for Total Copper. The scope of work will include:

- Evaluation of our existing system.
- Development of possible options (long term and short term).
- Providing recommendations on financial assistance programs.
- Meetings and coordination with Town Staff, Town Council and regulatory agencies.
- Development of final improvement plans and specifications.

Interviews were conducted with:

- PACE Engineering, Scottsdale, AZ
- Biohabitats, Santa Fe, NM
- Woodson Engineering & Surveying, Flagstaff, AZ

The interview team consisted of myself, Town Engineer Krishan Ginige, Henry MacVittie of Contract Wastewater, and Troy O'Dell, Wastewater Treatment Plant Operator at Camp Verde. Councilmember Jane Moore was present and participated in the questioning and discussion, but not in the final evaluation.

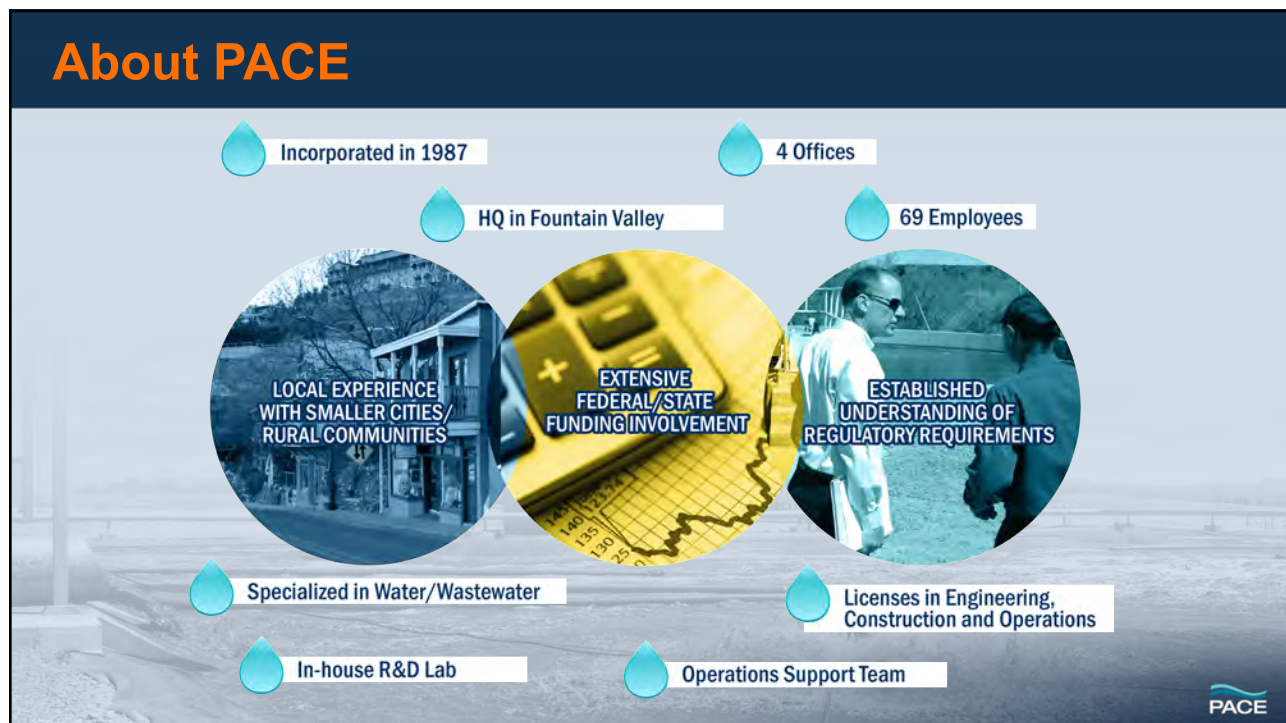
All three firms had received positive references from other clients.

Team members unanimously agreed to recommend PACE Engineering as the firm to negotiate with. Factors considered included their depth and relevance of experience, qualifications of the project team, and their understanding of and approach to the issues we are facing.

Our recommendation is that Council approve entering into negotiations with PACE Engineering for the work outlined herein.

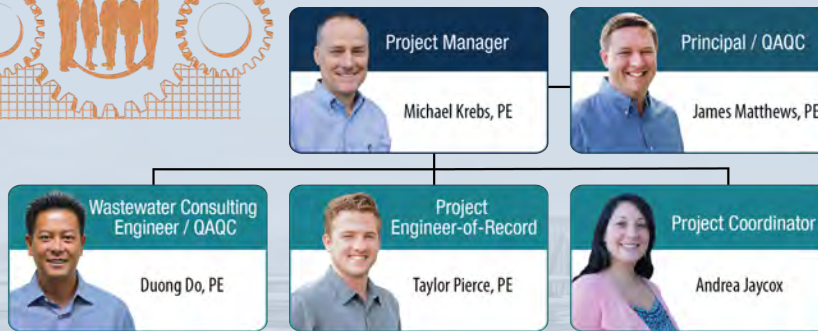
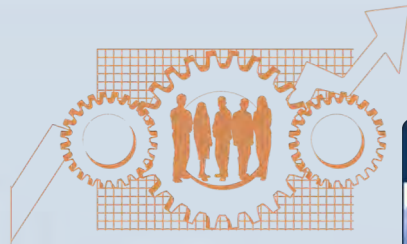


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Jerome WWTP Project Team



**Combined 120+
years of related
experience**

**Engineers with
formal operations
involvement**

**Nearly 13 years
Arizona funding
involvement (state
and federal)**

Team continuity



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Arizona Environmental Water Experience

Major Water/Wastewater Experience in Last 15 Years



22 Arizona communities

79 Contracts

17 Funded projects

65 Million dollars in funding

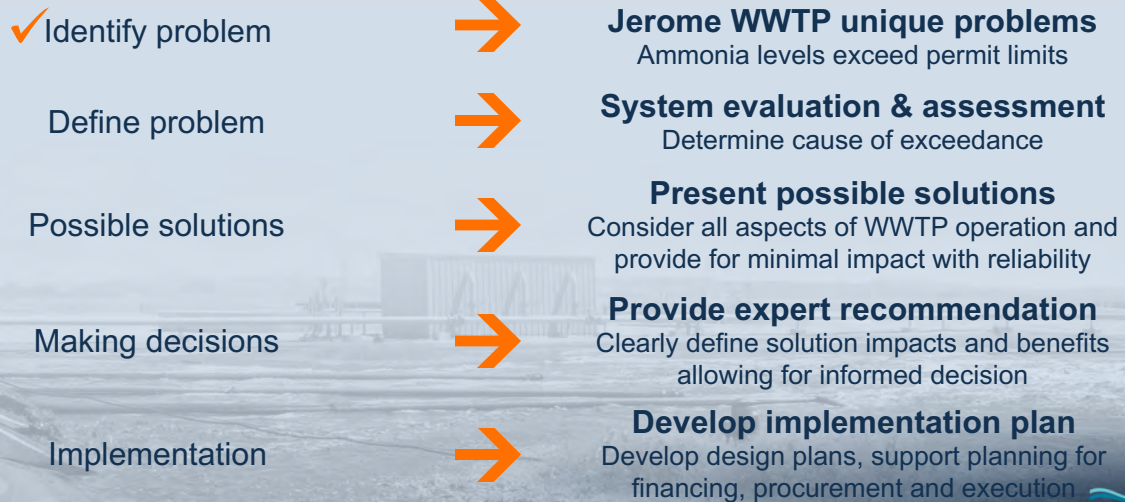
13 USDA PERs



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Focused Expertise Delivers Reliable Solutions

Jerome WWTP Problem-Solving Through Comprehensive Wastewater Evaluation Approach



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Jerome WWTP Unique Problems

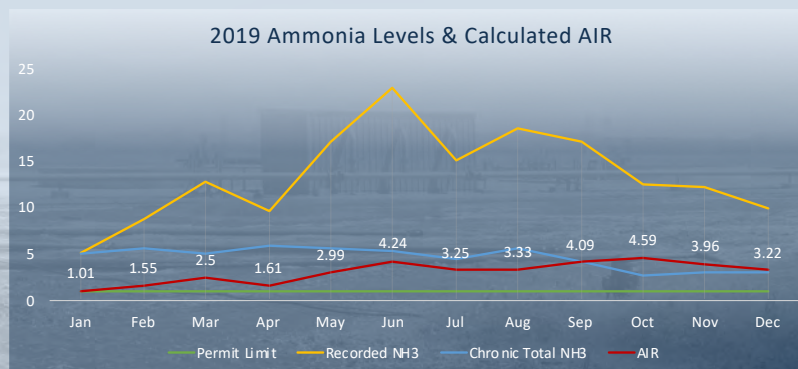
ADEQ AZPDES Permit Exceedances

1. Ammonia

Permit ammonia limit = Ammonia Impact Ratio (AIR) of 1

$AIR = \text{Recorded NH}_3 / \text{Chronic Total NH}_3$ (based on Temp & pH)

2. Occasional exceedances of Total Copper



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System Evaluation & Assessment

Comprehensive Evaluation Critical to See Big Picture

Actions

Review overall process & operational procedures

Process flow, sizing, design capacity

Assess process & mechanical equipment

Flowrate, major process equipment

Conduct water quality testing

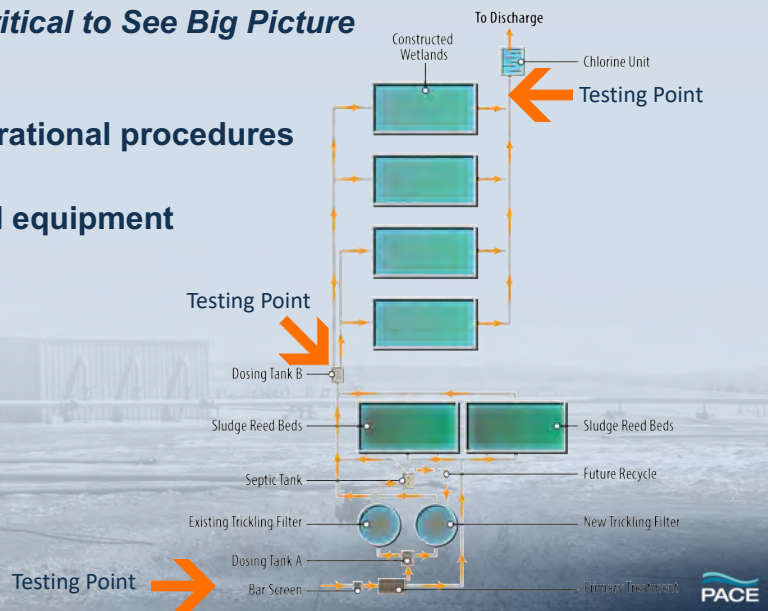
Influent, effluent, inlet to wetlands

Analyze permit requirements

Goals

Locate ammonia source

Determine all deficiencies



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System Evaluation & Assessment (cont.)

Initial insights



Trickling filter

Designed to treat BOD and TSS removal
Limited ammonia removal (typically down to 3 mg/L)
 Typically additional aeration required

Wetlands

Sludge management
 Secondary clarification to minimize sludge



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Present Possible Solutions

Clear Objectives Drive Appropriate Solution

- ✓ Meet permit requirements ✓ Cost-effective ✓ Ease of operation

Major Consideration

Permit Conditions & Impacts

#1 Current process with upgrades can meet existing permit

Only minor upgrades allow operation under current permit limits

Aquifer Protection Permit (APP) dictates discharge monitoring limits to AZPDES permit (APP section 2.2.1)

AZPDES permit sets current required limits (i.e. AIR <1)

#2 Major upgrade or new facility is needed to meet requirements

Changing the Process will trigger Best Available Demonstrated Controlled Technology (BADCT) Requirements

Arizona Administrative code (AAC) R18-9-B206

- New facility must meet BADCT or Major improvements must meet BADCT



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Present Possible Solutions (cont.)

Impacts of BADCT

Constituent	Current Limit	Current Frequency	BADCT Limit	BADCT Frequency
Discharge Flow (MGD)	Report	Continuous	Report	Continuous
BOD5	30mg/L Monthly (45mg/L)	1x/month	30mg/L 30-day average (45mg/L 7-day average)	Daily
BOD	85% Removal Minimum		85% Removal Minimum	
TSS	30mg/L Monthly (45mg/L)	1x/month	30mg/L 30-day average (45mg/L 7-day average)	Daily
TSS	Not Required		85% Removal Minimum	
Ammonia Impact Ratio	1	1x/month		
Total Nitrogen	Not Required		10 mg/l (5 month rolling geometric mean)	Monthly
E. Coli	126cfu/100mL Avg (575 cfu/100ml Max)	4x/month	126cfu/100mL Avg (504 cfu/100ml Max)	Daily
Fecal Coliform	Not Required		or - 200cfu/100mL Avg (800 cfu/100ml Max)	4 of 7 Daily samples

↑ Sampling & testing costs

↑ Reporting requirement

↑ Time & resources



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Present Possible Solutions (cont.)

Option #1 Minor Upgrades

Media Change Out

No guarantee that the ammonia level can be significantly lowered

Sludge Management

Recirculation

Wetland Configuration

Trickling Filter w/ Secondary Clarification

Must confirm with ADEQ that this would be considered a minor improvement

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Present Possible Solutions (cont.)

Option #2 Major Upgrades

Process Options

Membrane Bioreactor (MBR)

Sequencing Batch Reactor (SBR)

Fixed Bio-Film Media (FFS)

Similarities

Confidently meet permit limits & Requirements

Small footprint

Constructed parallel to existing system



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Present Possible Solutions (cont.)

Option #2 Major Upgrades (cont.)

Process Option Comparison

Upgrade	Advantages	Disadvantages
Membrane BioReactor (MBR)	Will meet BADCT Sewage Treatment Requirements Will produce high quality effluent (Class A+) Sludge Settleability not a concern No internal moving parts	High Energy Consumption Greater sludge production Highly Mechanical Process Requires fine screening Requires Aeration
Sequencing Batch Reactor (SBR)	Will meet BADCT Sewage Treatment Requirements Lower construction cost	Greater sludge production More complex operations Requires Clarification Requires Aeration
Fixed Bio-Film Media (FFS)	Will meet BADCT Sewage Treatment Requirements Lower construction cost Similar to Trickling Filters for ease of operation Lower sludge production	Requires Clarification Requires Aeration



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Provide Expert Recommendations

Expertise Allows Jerome to Make Informed Decision

Benefits of Support

Focused expertise delivers reliable solutions

Wastewater expertise

State regulatory understanding

Funding agency involvement provides strong support

Established relationships & open communication with agency personnel

State regulatory understanding



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Develop Implementation Plan

Experience provides Jerome full support for successful project



Organized Up-front Planning

Establish financial status & needs
Strategize financing opportunities & pursue evaluation accordingly



Funding Guidance & Administration

Facilitate agency communication
Assist in application processes
Complete necessary reporting



Comprehensive Evaluation & Solutions

Identify & define all deficiencies
Provide reliable, cost-effective solution



Proven Project Management Approach

Open communication & teaming atmosphere
Schedule & Budget Control
High Quality Service & Facility



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Develop Implementation Plan (cont.)

Funding Programs

Facilitate up-front discussions with agencies

Understand eligibility, limitations, timing, etc.

Understand impacts due to regulations

Davis Bacon Wages (WIFA), required matching, etc.



	Project Design	Support for Federal Requirements	SEARCH Grant	Predevelopment Planning Grant
Eligibility	Pop <10K, or disadvantaged community	No population limit	Pop <2.5K MHI under poverty or <80% of AZ MHI	Pop <10K MHI under poverty or <80% of AZ MHI
Type	Grant	Grant	Grant	Grant
Local Match	None	None	None	25% (applicant or 3 rd party)
Amount	Max \$50,000	Max \$50,000	Max \$30,000	Max \$30K or 75% of planning costs



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Questions / Case Studies

Any questions?

or

Interested in case studies
of applied approach?



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Upgrade Case Study – Show Low WWTP



Before

Results

Facility process conversion allowed keeping capacity and completed for only \$4/gallon

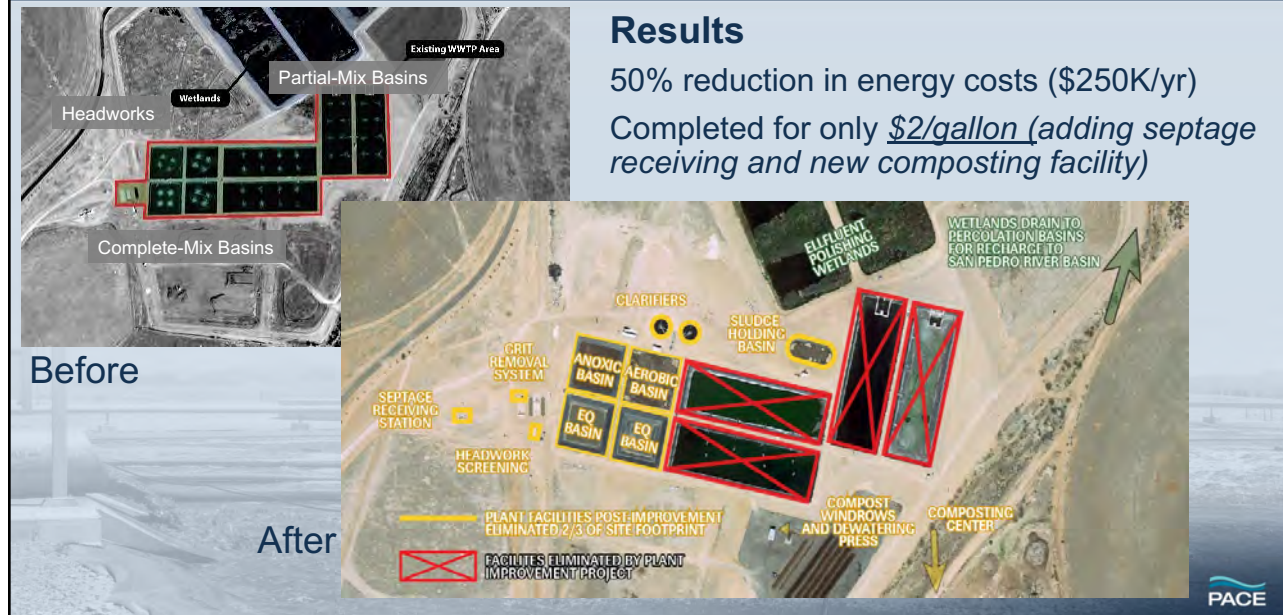
Improved treatment meeting BADCT

After



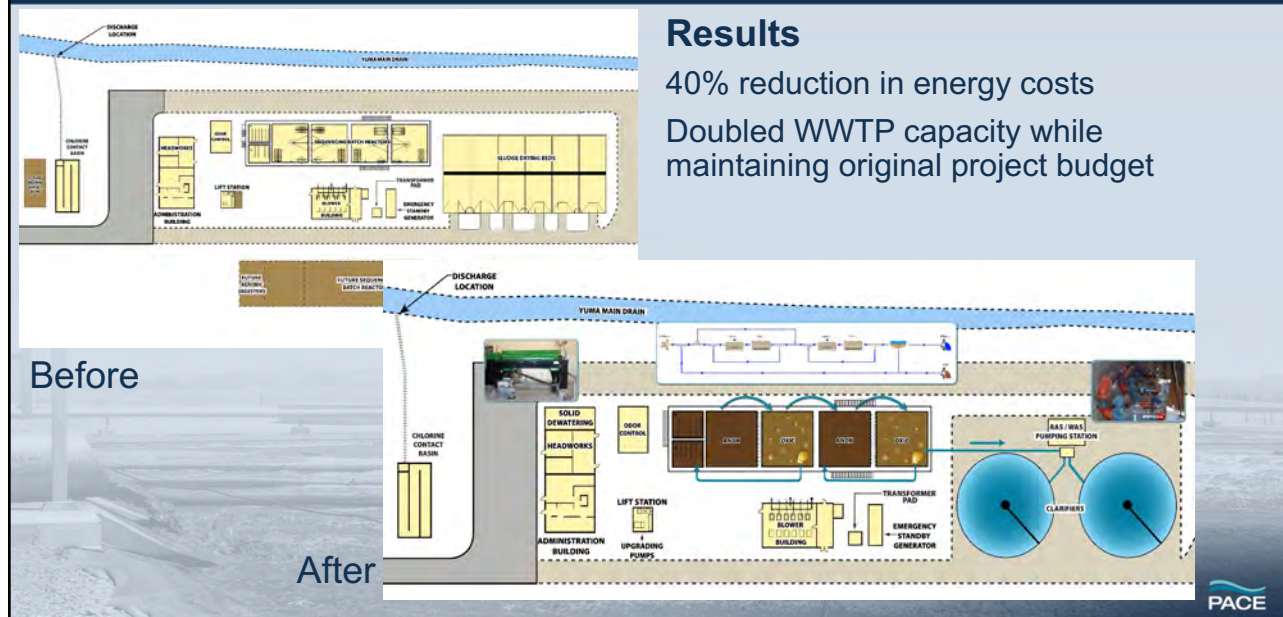
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Upgrade Case Study – Sierra Vista EOP



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Upgrade Case Study – Somerton Phase III



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ITEM #80



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