



**MEETING NOTICE
CITY OF PAGE
CITY COUNCIL**

**CITY COUNCIL REGULAR MEETING
CITY HALL, 697 VISTA AVENUE
PAGE, ARIZONA**

**JUNE 22, 2016
6:30 P.M.**

NOTICE OF PUBLIC MEETING AND AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Mayor Bill Diak

Vice Mayor John Kocjan

Councilor Mike Bryan

Councilor Scott Sadler

Councilor Levi Tappan

Councilor Korey Seyler

Councilor Dennis Warner

5. PRIORITY LIST

5.1 Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities

5.2 Discussion and possible action by the City Council pertaining to the City Councilors individual priorities

6. MINUTES

Work Session Meeting – June 8, 2016

Joint PUE Work Session Meeting – June 8, 2016

Regular City Council Meeting – June 8, 2016

7. CONSENT AGENDA

The Consent Portion of the Agenda is a means of expediting routine matters that must be acted on by Council. All items approved will be done by one undebatable motion passed unanimously. Any item may be removed for debate on request of any member of Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

7.1 MINUTES

Library Advisory Board – November 20, 2014

Library Advisory Board – January 21, 2016

Planning and Zoning Commission – May 3, 2016

7.2 INFORMATION

Resignation-Mike Woods-Parks and Recreation Advisory Board

City of Page Monthly Cash Allocation Variance Report

8. PUBLIC HEARINGS

None

9. HEAR FROM THE CITIZENS

Members of the public may address the City Council on matters that are not listed on the City Council agenda. The City Council cannot discuss or take legal action on any matters during the Call to the Public, unless the matters are properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask Staff to review a matter, or may ask that a matter be put on a future agenda. Citizens may also use Information Request Forms, which are available. All City Council meetings are recorded.

10. UNFINISHED BUSINESS

10.1 Discussion and possible action by the City Council pertaining to amending Page City Code Chapter 9 Health, Safety and Sanitation-Ordinance 628-16-2nd reading

10.2 Discussion and possible action by the City Council pertaining to repealing Page City Code Chapter 10 Offenses, Article 10-1 Sections 10-1-1, and 10-1-8-Ordinance 629-16-2nd reading

11. NEW BUSINESS

11.1 Presentation by Colorado Plateau Water Advisory Council (CPWAC) pertaining to Colorado River Water Entitlements and discussion

11.2 Present "Certificate of Achievement for Excellence in Financial Reporting" award to the Finance Department

11.3 Discussion and possible action by the City Council pertaining to adopting the Preliminary Budget for FY 2016-2017, Resolution 1163-16, and setting a public hearing date for FY 2016-2017 Budget for July 13, 2016

11.4 Discussion and possible action by the City Council pertaining to a budget transfer from the Capital Projects Fund to the General Fund Park Maintenance budget

11.5 Discussion and possible action by the City Council pertaining to an Intergovernmental Agreement with the Coconino County Elections Department

11.6 Discussion and possible action by the City Council pertaining to renewing an Intergovernmental Agreement with the Coconino Community College District.

11.7 Discussion and possible action by the City Council pertaining to authorizing an electrical easement at Courtyard by Marriot (Marpalm of Florida, Inc.)

11.8 Discussion and possible action by the City Council pertaining to approving a License Agreement with Phillips 66

11.9 Discussion and possible action by the City Council pertaining to authorization to participate in the Arizona Office of Tourism 2017 Marketing Cooperative

11.10 Discussion and possible action by the City Council pertaining to the Agreement for Services between the City of Page and The Chamber Page Lake Powell

11.11 Discussion and possible action by the City Council pertaining to a Cooperative Intergovernmental Agreement with the Arizona State Forestry Division

11.12 Discussion and possible action by the City Council pertaining to approval of a grant for Cell Phone Analysis software for the Page Police Department

11.13 Discussion and possible action by the City Council pertaining to the purchase of an Agenda Management Program for the City Clerk's Department

12. BID AWARDS

None scheduled

13. BUSINESS FROM THE MAYOR

None scheduled

14. BUSINESS FROM THE MANAGER

None scheduled

15. BUSINESS FROM THE CITY ATTORNEY

None scheduled

16. BUSINESS FROM THE COUNCIL

16.1 Discussion and possible action by the City Council pertaining to appointing an alternate representative to the NACOG Regional Council

16.2 Discussion and possible action by the City Council pertaining to the re-appointment of Assistant City Magistrate Judges to serve a two-year term with the Page Municipal Magistrate Court

17. BOARDS & COMMISSIONS

17.1 Discussion and possible action by the City Council pertaining to appointment(s) to the Airport Advisory Board

17.2 Discussion and possible action by the City Council pertaining to appointment(s) to the Community Center Advisory Board

17.3 Discussion and possible action by the City Council pertaining to appointment(s) to the Library Board

17.4 Discussion and possible action by the City Council pertaining to appointment(s) to the Parks and Recreation Advisory Board

17.5 Discussion and possible action by the City Council pertaining to appointment(s) to the Planning and Zoning Commission

17.6 Discussion and possible action by the City Council pertaining to appointment(s) to the Public Safety Personnel Retirement System

17.7 Discussion by the City Council pertaining to reports by Board Liaisons

18. DEPARTMENTS

None scheduled

19. CLAIMS

None

ADJOURN

FOR YOUR INFORMATION

Next Regular Meeting Wednesday, July 13, 2016, at 6:30 p.m.

Pursuant to A.R.S. 38.431.02, notice is hereby given to the members of the City Council and to the general public that the Page City Council will hold a meeting open to the public. Supporting documents and Staff reports, which were furnished to the City Council, with this agenda, are available for review at www.cityofpage.org or at the City Clerk's Office. Council Members of the City of Page City Council will attend either in person or by telephonic conference. City Council may vote to go into Executive Session for the purpose of obtaining legal advice from the City Attorney on any item listed on the agenda, pursuant to A.R.S. 38-431.03 (A)(3). City Council may modify the agenda order, if necessary. This agenda may be subject to change up to 24 hours prior to the meeting.

Persons with disabilities should call Kim Larson, City Clerk, at 645-4221 (TDD 645-4216) for program and services information and accessibility.

NOTICE TO PARENTS: *Parents and legal guardians have the right to consent before the City of Page makes a video or voice recording of a minor child A.R.S. §1-602.A.9. City Council meetings are recorded and may be viewed on Cable One, Channel 4. If you permit your child to participate in the City Council Meeting, a recording will be made. If your child is seated in the audience, your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk at 928-645-4221.*

If you would like to receive City Council agendas via email, please send your email address to cityclerk@cityofpage.org or call 645-4221.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of June, 2016, at _____ p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

DATED this ____ day of June, 2016.

CITY OF PAGE

By: _____
CITY CLERK'S OFFICE

To view City Council's
2016/2017 Strategic Priorities

and

Individual Priorities,

please visit our website at

cityofpage.org/government/councilpriorities

or stop in at the City Clerk's Office in City Hall for a copy.

Thank you

**PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
JUNE 8, 2016**

A Work Session Meeting of the Page City Council was held at 5:02 p.m. on June 8, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Scott Sadler, Levi Tappan, Korey Seyler, and Dennis Warner were present. Councilor Mike Bryan was excused.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Finance Director, Linda Watson; Community Development Director, Kim Johnson, Page Utilities General Manager, Bryan Hill and City Clerk, Kim Larson.

Discussion by the City Council pertaining to the FY 2016/2017 Budget

City Manager Crystal Dyches stated that the budget was updated with personnel information, per the request of Council from the last Budget Work Session.

She updated each "Budget Highlights" section with the proposed changes to personnel.

There was a reduction of .48% (\$36,497) in personnel costs from FY 16 to 17 (proposed)

- In the General Fund personnel costs were reduced by 3.9% (\$29,055).
- In the HURF Fund personnel there were no costs associated with personnel (moved personnel costs to GF during the prior year)
- In the Community Development Fund personnel costs were reduced by 4.9% (\$10,328.)
- In the Airport Fund personnel costs were constant (no \$ change).

This is due to a number of factors, which include:

- Reduction in Medical Insurance costs of \$91,965.00, due to the high deductible plan;
- An increase in the budget for Worker's Compensation of \$39,078 (the actual increase was \$11,871, but last year's numbers were based on an estimate, not actual);
- Change to State Retirement Plan

She stated that this does not include the \$325,415 that was included in line item 10-441-2830 – Personnel Compensation (formerly compensated absences), which covers wage increases, retirement payouts, changes to employee elected benefits and costs associated with implementation of Classification & Compensation study results, which was an increase of \$103,154. over FY 2016.

Councilor Sadler asked about the maintenance and upkeep of the old golf course, and where it was in the budget.

City Manager Crystal Dyches stated that it fell under Page Utility Enterprises.

CITY COUNCIL WORK SESSION MINUTES – JUNE 8, 2016

Councilor Tappan asked when the Classification and Compensation Study would be done.

City Manager Crystal Dyches stated that it would be in a couple of months, and that City Council will be given a recommendation, and City Council would make the decision if they wanted to implement the recommendation. She stated that as a placeholder 3% was put in the budget, along with 2% for the Classification and Compensation Study.

Councilor Warner stated that he felt 5% was excessive. He stated that Council would need time to evaluate the Classification and Compensation study. He stated that historically the compensated absences were roughly \$80-85,000. for retirement and benefits. Then he stated that the budget was \$1 million over, and that he realized that it was for capital improvements.

Ms. Dyches stated that some of the funds were based on who may retire and what their sick payout would be, and some can be substantial.

Councilor Warner stated that he would like to see the fund broken down by discretionary and nondiscretionary.

Councilor Tappan confirmed that any raises would come before City Council before given.

Councilor Warner discussed the Library Fund and stated that the Library should be able to operate on the funds provided from the County, which is a secondary tax that the citizens pay. The funds are meant to be used for communities that cannot afford a library. The City needs to operate the library on the funds that are received from the County, \$348,000.00, and if that is not adequate, the City will supplement it. The City should not continue paying \$200,000.00 and get \$300,000.00 from the County. The City should take the \$200,000.00 and use it for fixing roads. Councilor Warner made the recommendation to reduce the budget down to \$375,000.00, which equals \$350,000.00 from the County and \$25,000.00 received for benefits and services.

There was discussion.

Mayor Diak stated that the budget was increased for the Library due to the number of people the Library services, which is not based on the City's population. That this is the only Library within 140 miles, and that is one of the reasons the Library gets extra money from the County.

Discussion continued.

There was discussion pertaining to the funding received for Library programs, and how it would affect the funding if some of the programs were cut.

Ms. Dyches asked what her direction was.

Mayor Diak stated that more information was needed for reducing the budget by \$126,000.00, to see if the programs are attached to the funding from the County.

CITY COUNCIL WORK SESSION MINUTES – JUNE 8, 2016

Ms. Dyches stated that she will show what a \$100,000.00 cut would mean to the Library Budget, and she will request that the Community Service Director, Debbie Winlock be present at the meeting.

Councilor Warner stated that he had a few more items to bring up, but that they were running out of time.

He asked if the current building review staff was adequate to deal with the growth that the City is receiving, and should money be put in for contract service to outsource some of the plan review.

Ms. Dyches will bring back information on the Library and Building Safety. She stated that she sent Council an e-mail pertaining to staffing. Based on the two work sessions, and the budget surveys, there were no funds for staffing. However, Council Member Bryan contacted the Police Chief and told him, that if he need other things and staffing to let him know. Ms. Dyches stated that if there was an interest in moving forward with staffing, she would like a broader discussion other than just the Police Department, because there are needs broader than that.

There was discussion.

Councilor Seyler stated that to execute everything that Council wants to get done, there has to be personnel and there should be discussion regarding the needs of departments.

Ms. Dyches stated that the reason the budget looks so high is because \$2 million dollar was added for the airport project. The budget includes \$3 million dollars in projects.

Ms. Dyches asked if discussing personnel was needed at the next meeting. She stated that she tried to balance Councils priorities with operations. The budget represents the wishes of Council and the ability for all of those strategic objectives to be done.

There was further discussion.

City Manager Crystal Dyches confirmed that she will bring the information for the Library, and the answer for Building Safety to the next meeting. She then stated that the Preliminary Budget approval would be moved to July 13, 2016.

Vice Mayor Kocjan asked if the discretionary and nondiscretionary personnel funds would be broken out.

Ms. Dyches stated that they would be.

The meeting was adjourned at 5:44 p.m.

Kim Larson
City Clerk

William R. Diak
Mayor

CITY COUNCIL WORK SESSION MINUTES – JUNE 8, 2016

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Work Session Meeting, held on the 8th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of June, 2016

Kim Larson, City Clerk

**PAGE CITY COUNCIL/PUE
JOINT WORK SESSION MEETING MINUTES
JUNE 8, 2016**

A Work Session Meeting of the Page City Council was held at 5:45 p.m. on June 8, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Scott Sadler, Levi Tappan, Corey Seyler, and Dennis Warner were present. Councilor Mike Bryan was excused.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Finance Director Linda Watson; Community Development Director, Kim Johnson; Page Utilities General Manager, Bryan Hill; and City Clerk, Kim Larson.

Page Utility Enterprises Board Members present: Chair, Richard Yanke, Members Kenneth Sichi, Shayne Jones, Jeff Jones, and Tony Ferrando. Council liaison John Kocjan

Staff members present: General Manager, Bryan Hill; Office Manager, Donna Roberts; and Finance Director, Cathy Foley.

Discussion only by the City Council and Page Utility Enterprises Board pertaining to Page Utility Enterprises FY 2016/2017 Budget.

Page Utility General Manager Bryan Hill presented the PUE FY 2016/2017 Budget to the City Council. The PEU Budget is attached hereto and by this reference made a part of herein.

Mr. Hill presented the Electric, Water and Sewer Utility Budget. He stated that the Electric Utility was great, the Water Utility was okay, and the Sewer Utility was not good.

Mr. Hill stated that the sewer plant was in poor shape, but functional, and that it was critical to make incremental improvements in years to come without going into debt.

There was discussion.

Mr. Hill stated that the sewer permit was good for 2.2 million gallons per day, and the City's use was 800 to 1.2 gallons. The plant is surviving because the City's use is well below the design capacity.

There was discussion pertaining to having the Board revisit the water and sewer rate structure, re-evaluate the recommended rate study from the consultants, and proper classification for residential and commercial property.

PAGE CITY COUNCIL/PUE JOINT WORK SESSION MEETING-JUNE 8, 2016

Mayor Diak clarified that re-assessing the rates was not part of the current budget being presented.

Further discussion continued pertaining to the budget.

Mayor Diak asked Council if they had any recommendations or concerns regarding their budget.

Councilor Warner stated that Council needed to give the Board their support and give them a chance to go back and look at the rate study.

The meeting was adjourned at 6:27 p.m.

Kim Larson
City Clerk

William R. Diak
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Work Session Meeting, held on the 8th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of June, 2016

Kim Larson, City Clerk

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 8, 2016**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on June 8, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. Councilor Mike Bryan was excused. There was a moment of meditation. Councilor Sadler led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; ; Page Utilities General Manager, Bryan Hill; Fire Chief, Jeff Reed; Finance Director, Linda Watson; Human Resource Director, Kay Eddleman; City Magistrate, Rick Olson; and City Clerk, Kim Larson.

PRIORITY LIST

Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities

There was no discussion by the City Council.

Discussion and possible action by the City Council pertaining to the City Councilors individual priorities

There was no discussion by the City Council.

MINUTES

Work Session Meeting – May 23, 2016

Work Session Meeting – May 25, 2016

Regular City Council Meeting – May 25, 2016

Motion made by Vice Mayor Kocjan to approve the minutes. The motion was duly seconded and passed upon a vote.

CONSENT AGENDA

MINUTES

Community Development Advisory Board – April 26, 2016

INFORMATION

Motion made by Vice Mayor Kocjan to approve the consent agenda. The motion was duly seconded and passed upon a vote.

Page City Council Regular Meeting-June 8, 2016

PUBLIC HEARINGS

Page Utility Electric Enterprises Electric and Sewer rates, fees and charges, except the City User Fee

Pursuant to Page City Code, Section 2-8-6, a public hearing is required to consider rate changes.

The purpose of the public hearing will be to review the recommended rates, fees and charges, except the City User Fee, of the services rendered by Page Utility Enterprises. Interveners who appeared before the Page Utility Enterprises Board, may appear before City Council. This public hearing has been scheduled to hear comments in favor or opposing the proposed rate changes.

Action on this item will be taken under the New Business portion of the agenda.

Motion made by Vice Mayor Kocjan to open the Public Hearing. The motion was duly seconded and passed upon a vote.

Opponents

Tina Holman, 7 19th Avenue

Jon Jones, 20 Aero Avenue

Nancy Crosby, 800 Aqua Avenue

Arlene Miller, 91 Birch – Ms. Miller stated concerns regarding the utility bill and provided Council with a handout. The handout is attached hereto and by this reference made a part of herein.

Proponents

None

Motion made by Vice Mayor Kocjan to close the Public Hearing. The motion was duly seconded and passed upon a vote.

HEAR FROM THE CITIZENS

Jon Jones, 20 Aero, stated that he had a few questions. Mr. Jones asked City Council if they had conversations with the citizens of Page regarding the City Code, and the decisions that are being made, and does Council feel like the decisions are being made in the best interest of the City. He asked if Council was working on any community engagement programs. He then asked if Council was happy with the citizens watching the City Council Meetings on television from home versus being present at the meeting to ask questions.

UNFINISHED BUSINESS

None scheduled.

Page City Council Regular Meeting-June 8, 2016

NEW BUSINESS

Discussion and possible action by the City Council pertaining to Page Utility Enterprises Rates, Fees and Charges-Resolution 1162-16

During the February 24, 2016 Regular City Council Meeting, Council voted to direct Page Utility Enterprises (PUE) to set a Rate Hearing to implement the Commercial Sewer Rates, recommended on Page 12 of the GDS Waste Water Rate Study, by this reference made a part of herein. It was stated that the rates should take effect on July 1, 2016 and that this change should give the City a clearer view, after the first year, to see what needs to be done with the sewer rates. Council also directed the Utility to conduct electric rate hearings. The PUE staff and Board immediately initiated the process as directed by the Page City Council, per Ordinance 588-12.

The PUE Board held a Public Rate Hearing on April 10, 2016. At the April 10, 2016 Public Rate Hearing the Board voted unanimously to recommend the following to City Council:

- A decrease in electric rates of 3.2% based on the kilowatt-hour use. The electric decrease will reduce the energy charge of both residential and commercial services. *All other aspects of the electric rate schedule, which includes dusk to dawn lighting and public street and highway lighting, will remain the same.*
- A base rate increase for commercial sewer customers only based on water meter size. *Also includes a pre-set volumetric rate for commercial sewer customers using meters 5/8"-1" and do not have irrigation meters.*

There were no interveners present. Only one public comment was made during the Rate Hearing from a City Council Member.

Because the Board is recommending a rate change, Ordinance 588-12 requires the City Council to set a public hearing. If Council approves the rate adjustment as recommended by the Board, Council shall adopt a Resolution placing such rates and fees in effect.

Motion made by Mayor Diak to introduce Resolution 1162-16 by title only. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Resolution 1162-16 by title only.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, REPEALING RESOLUTION NO. 1153-16; ADOPTING RATES, FEES, AND CHARGES FOR ALL SERVICES RENDERED BY PAGE UTILITY ENTERPRISES, AND PROVIDING AN EFFECTIVE DATE.

PUE General Manager Bryan Hill presented the agenda.

Page City Council Regular Meeting-June 8, 2016

Councilor Tappan asked if City Council could vote on the electric and sewer rate change individually.

City Attorney Joshua Smith stated that it was not anticipated to bifurcate the resolution when the resolution was prepared. The resolution will have to be adopted or not adopted. If the resolution is not adopted, a letter of explanation will be required from City Council to the PUE Board with a recommendation, pursuant to Ordinance 588-12.

Mayor Diak asked "if there had been interveners at the rate hearing, would the PUE Board have presented something different?"

Mr. Hill stated that holding a rate hearing requires an extensive legal process. Mailers were mailed to the citizens before and after the rate hearing, notice of the rate hearing was published two times in the newspaper, and a court reporter was hired for the actual rate hearing. He then answered the question, if an intervener (attorney or third-party) produced evidence that what PUE was doing was against Arizona Code or the City Code then the Board would have had a different recommendation.

Councilor Warner stated that the decision to recommend a piece of the rate study recommendation, that was provided by the PUE Board, does unjustly shoulder the burden of the deficiency in sewer to the commercial client. The sewer utility is in need of a rate change, as the sewer utility is grossly underfunded and cannot keep up with depreciation, or the capital improvements that were recommended in the study. He stated that he would like PUE to go back and look at the residential side and look at the reclassification of commercial and residential customers.

Discussion continued.

Councilor Warner stated that the savings the PUE customers would enjoy from the electric rate reduction would far outweigh the sewer rate increase.

Councilor Warner provided an option, that if Council went back and adopted the recommendations made by the consultant, it would cause a slight increase in the cost of sewer, and there would be a reduction in water cost for the majority of the residential users. He then stated, remove the trash and sewer debt service fees, and then there would be minimal impact to the citizens, and make the utility whole. He commented that the bond debt has a revenue source in place that will retire the debt in 2020 without any assessments from trash and sewer debt service fee or transfers from land sales.

There was discussion regarding low use customers with a 2" water meter size, and that PUE will replace the water meter at no charge.

Tina Holman, 7 19th Avenue, stated concerns pertaining to downsizing the 2" water meter, that it involves more than changing the water meter and the expense involved.

Page City Council Regular Meeting-June 8, 2016

Discussion continued.

Councilor Warner recommended adopting the Resolution and to ask PUE to look at sewer and water for both residential and commercial, along with property classifications.

Lengthy discussion continued.

Arlene Miller, 91 Birch, asked how much money was in the investment pool.

Tina Holman, 7 19th Avenue, stated the following: 1. The \$280,000.00 that would go back to the citizens by reducing the electric rates was more than the amount being charged by changing the commercial sewer rates. The City Code will allow the City to use the Enterprise Funds for improvements to the utility, and that money could go toward the sewer utility. 2. The capacity of the sewer plant is approximately 50%, and the City is not exceeding capacity. 3. She said she reviewed the rate study and there was a proposal for everyone to have a base rate for their meter and a slight percentage increase for both commercial and residential. She said the study includes several alternate proposals that would possibly impact an increase for commercial rates different, and requested City Council to consider that.

Councilor Seyler asked Mr. Hill if the funds were sterile, the water compared to the sewer and electric utility.

Mr. Hill confirmed that the funds are sterile, that electric, water and sewer customers are not the same. He used Greentown as an example of customers who only use electric.

Discussion continued.

Councilor Warner stated that pursuant to the study, commercial customers make up 10% of wastewater customers and represent 50% of the volume of waste treated.

Councilor Sadler said he had a question for the audience. He stated that there are only a few commercial customers in the audience, the rest are residential customers; how many of you are willing to wait another 90 days for a decrease in electric, and not put the burden on commercial until it is re-evaluated? How many of you would rather have your 3% effective July 1st and do not care about the commercial? No one from the audience answered Councilor Sadler.

Jon Jones, 20 Aero, stated that he had been attending some of the PUE Board Meetings, and that it would take a lot longer than 90 days for PUE to do the work again that they have already done. He stated concerns pertaining to the increase in the commercial sewer.

There was further discussion.

Page City Council Regular Meeting-June 8, 2016

Tina Holman, 7 19th Avenue, stated concerns for low use commercial users.

Discussion continued.

Motion made by Councilor Warner to adopt the recommended rate change brought forward by PUE, adopt Resolution No. 1162-16. The motion was duly seconded. The motion failed 4-2 with Mayor Diak, Vice Mayor Kocjan, and Councilors Tappan and Sadler voting against, and Councilors Warner and Seyler voting in favor.

City Attorney Joshua Smith stated that Ordinance 588-12 sets forth the procedure if the Board rejects the recommendation. It requires that the matter be referred back to the Board with a written explanation and a specific recommendation for modification. The Board then has 30 days to respond to Council. If the Board does not respond, then Council can set the rates as the Council sees fit. If the Board does respond back, then within 45 days another joint hearing is required to discuss the matter.

The consensus of City Council was to schedule a Work Session to discuss the explanation and recommendation for the PUE Board.

Discussion and possible action by the City Council pertaining to a renewal for the City of Page/Page Utility Enterprises Workers Compensation Insurance

The City's Workers Compensation Insurance Policy renews each year on July 1st. The City's insurance broker is Willis of Arizona and Traveler's Insurance is the carrier.

Crystal Dyches presented the agenda item.

Motion made by Councilor Warner to approve the purchase of the City's Workers Compensation Insurance presented by Willis of Arizona in the amount of \$219,637.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to Page Fire Department 2016 Updated Guidelines

The Page Fire Department has an established set of guidelines pertinent to the operations and personnel of the fire department. The guidelines must be maintained, updated and added to or deleted from as new procedures become relevant. The guidelines have been read, reviewed and approved by City Attorney, Joshua Smith as to their content.

Chief Jeff Reed presented the agenda item.

Councilor Sadler requested an amendment to change Section 7 Miscellaneous to read the job position instead of an employee name.

Page City Council Regular Meeting-June 8, 2016

Motion made by Vice Mayor Kocjan to approve the 2016 Page Fire Department Guidelines as presented, with the amendment. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to amending Page City Code Chapter 9 Health, Safety and Sanitation-Ordinance 628-16-1st reading

One of the 2016/17 City Council Strategic Priorities for Community Development is to “protect Neighborhoods from blighting and deteriorating conditions that have a negative impact on area property values; and encourage residents and business owner's efforts to maintain the physical environment through standards set in local ordinances.” In response, City Staff has reviewed existing Nuisance ordinances and made recommendations for amendments which were brought forward to the City Council at several work sessions where considerable discussion took place.

Attached is Ordinance No. 628-16, amending Chapter 9, Nuisance. The proposed amendments primarily address the following issues:

- ▶ Changes the responsible staff to the Community Enhancement Technician
- ▶ Adds a provision related to attractive nuisance
- ▶ Enhances language related to trees, shrubs, weeds, etc.
- ▶ Enhances language related to trash, garbage and recycling, etc. These amendments are significant, adding section related to all types of land use, and defining where and how these areas must be maintained.
- ▶ Eliminates language regarding graffiti, which is covered in Chapter 10 Offenses
- ▶ Adds a provision prohibiting people putting or allowing things in the right of way (grass, leaves, weeds, rocks, sand, etc)

Community Development Director Kim Johnson presented the agenda item.

Motion made by Mayor Diak to introduce Ordinance No. 628-16 by title only for its first reading.

The City Clerk introduced Ordinance No. 628-16 by title only.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA AMENDING THE CODE OF THE CITY OF PAGE, ARIZONA, CHAPTER 9, ARTICLE 9-1 SUBSECTIONS 9-1-1 PURPOSE AND SCOPE, 9-1-2 DEFINITIONS, 9-1-3, ENFORCEMENT AUTHORITY, 9-1-4 INSPECTIONS, 9-1-5 PUBLIC NUISANCES PROHIBITED, 9-1-8 ENFORCEMENT, 9-1-8.1 INFORMAL MEDIATOR INTERVENTION AND SUMMARY ACTION, 9-1-8.2 ABATEMENT, 9-1-8.3 CIVIL AND CRIMINAL ENFORCEMENT; AND ARTICLE 9-2 SUBSECTIONS 9-2-2 CONTRACT WITH PRIVATE COMPANY-FIXING OF SERVICES AND RATES; AND ADDING SUBSECTIONS 9-2-4 RESIDENTIAL TRASH, RUBBISH OR GARBAGE, AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION, AND 9-2-5 9-2-5 MANUFACTURED HOUSING/RV PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS

Page City Council Regular Meeting-June 8, 2016

COLLECTION, AND COMMERCIAL, PUBLIC/SEMI-PUBLIC, BUSINESS PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION.

There was discussion pertaining to Page 12, Section 9-2-4 C – Container Location for Curb-Side Pickup. It was decided to amend the Ordinance to clarify that the receptacles need to be placed immediately adjacent to the STREET SIDE OF the curb.

There was discussion pertaining to Page 12, Section 9-2-4 E1 - *Trash, Rubbish, or Garbage and Recyclable and/or Hazardous Materials Collection Areas for Multi-family Dwellings*. The part that reads: generate noise and odors. Through discussion, it was determined that the Ordinance would be amended to read generate noise and/OR odors.

There was a questions regarding Page 13, Section 9-2-5 - *Trash, Rubbish or Garbage and Recyclable and/or Hazardous Materials*. There was discussion and it was decided to amend the Ordinance to add IN COMMON after Hazardous Materials to the Ordinance.

Further discussion continued.

Tina Holman, 7 19th Avenue stated concerns pertaining Section 9-2-4 E2 - *Garbage and Recycling containers must be fully enclosed via a solid 6' foot wall or fence and located on a concrete surface*.

Community Development Director stated that the current Zoning Code addresses this by Zoning District, and there are no provisions for the Industrial District.

Ms. Holman then stated concerns pertaining to page 6, *It shall be unlawful for any person to willfully or negligently deposit, allow to be deposited, or fail to prevent the deposit of leaves, grass, weeds, sand, stones, or the like on a public sidewalk, alley, street, right-of-way or other public property*. She then stated concerns pertaining to Section 4 A – *or anything which is indecent or offensive to the senses, or which interferes with the comfortable enjoyment of life or property*.

Arlene Miller, 91 Birch, asked the City Council how a code could be altered when the code had been ruled invalid in 1979. She then stated, in reference to the Ordinance, “it is hard to chase leaves down the street.” She then stated concerns pertaining to the hours garbage cans can be left out.

There was discussion regarding the hours established for the garbage cans.

Community Director Kim Johnson stated that the hours are enforceable. The intention for these regulations are for the habitual offender.

Page City Council Regular Meeting-June 8, 2016

Shirley Manning, 821 Spruce Avenue, stated that the City Codes being discussed have been in the City Code for years, and they just have not been enforced.

Jon Jones, 20 Aero Avenue, stated concerns pertaining to Section 10, Page 13. His business dumpster is located in the alley behind his business, and wanted to know if the building owners would have to build something to meet the code requirement.

Community Development Director Kim Johnson stated that it was based on the Zoning Code.

There was further discussion.

Motion made by Councilor Warner to pass Ordinance No. 628-16, as amended, to its second reading. The motion was duly seconded and passed upon a vote.

Councilor Seyler was excused at 8:55 p.m.

Discussion and possible action by the City Council pertaining to repealing Page City Code Chapter 10 Offenses, Article 10-1 Sections 10-1-1, and 10-1-8-Ordinance 629-16-1st reading

One of the 2016/17 City Council Strategic Priorities for Community Development is to “protect Neighborhoods from blighting and deteriorating conditions that have a negative impact on area property values; and encourage residents and business owner's efforts to maintain the physical environment through standards set in local ordinances.” In response, City Staff has reviewed existing Offences ordinances and made recommendations to delete language related to abandoned refrigerators and electric fences, both of which are covered in Chapter 9.

Motion made by Mayor Diak to introduce Ordinance 629-16 by title only. The motion was duly seconded and passed upon a vote.

Councilor Seyler returned to the dais at 8:59 p.m.

The City Clerk introduced Ordinance 629-16 by title only.

10-1-1 AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA REPEALING CHAPTER 10, ARTICLE 10-1 SECTIONS 10-1-1 ABANDONED REFRIGERATORS AND 10-1-8 FENCES, ELECTRIC, OF THE CODE OF THE CITY OF PAGE, ARIZONA AND RENUMBERING ACCORDINGLY.

Community Development Director Kim Johnson introduced the agenda item.

Motion made by Councilor Warner to pass Ordinance No. 629-16 to its second reading.

Page City Council Regular Meeting-June 8, 2016

The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to cancelling Event Planning Agreement-USA Softball

In 2014, the City of Page entered into a contract with USA Softball. This is a five-year contract in which USA Softball agrees to bring three adult softball tournaments to Page each year, one in April, one in June and one in October. The City agreed to provide the fields and local staff as well as pay for event planning staff lodging, up to 10 rooms at \$100/per night. Year 2016 is the 3rd year of the contract. Recreation Staff has developed a number of concerns regarding the event and the event planner's non-compliance with the agreement. Staff is recommending that the agreement be terminated due to noncompliance by the Event Planner. The agreement has a cancelation provision which allows the host (City) to terminate the agreement without penalty by providing written notice 120 days prior to the date of termination. The next tournament is to be held in June, so it is not feasible to terminate the agreement prior to that tournament without potential penalties to the City. It is, however, possible to terminate the agreement prior to the October tournament without penalty. Staff has recently been in contact with USA Softball regarding their June 17-19 event, and has notified them of staff's recommendation to terminate the agreement. USA Softball has not responded regarding the recommendation to terminate the agreement.

Community Development Director Kim Johnson presented the agenda item.

There was discussion.

Motion made by Councilor Sadler to direct staff to move forward with the cancelation of the Event Planning Agreement with USA Softball. The motion was duly seconded and passed upon a vote.

BID AWARDS

Discussion and possible action by the City Council pertaining to the award of contract for Airport Architectural/Engineering (A/E) services and Aviation planning services for Page Municipal Airport

The City of Page requires an airport consultant group to provide general architecture, engineering, and planning services for the Page Municipal Airport. These services are necessary to design and construct projects funded by federal and state grant programs; the City provides grant match money on many of these projects. The City, every three to five years requests qualifications from consultant groups capable of providing necessary services. The current contract of five years is expiring soon.

Three (3) consultant groups responded to the combined Request for Qualifications (RFQ) offering to provide both engineering and planning services. Two (2) Airport Board Members and three (3) City Staff reviewed the submitted materials and interviewed all three providers; references were consulted. After considering the proposals, interviews and contributions of references, the Airport Board, at their May 23,

Page City Council Regular Meeting-June 8, 2016

2016 Special Airport Board Meeting, voted to recommend that the Mayor and City Council award the contract to C&S Companies to provide engineering services and planning services. A three year contract with a two year extension option was suggested.

Airport Director Rick Olson presented the agenda item.

There was discussion.

Motion made by Mayor Diak to award a three (3) year contract, with a two (2) year extension option with C&S Companies, Inc. to provide airport engineering services and planning services. The motion was duly seconded and passed upon a vote.

BUSINESS FROM THE MAYOR

None scheduled

BUSINESS FROM THE MANAGER

None scheduled

BUSINESS FROM THE CITY ATTORNEY

None scheduled

Mayor Diak moved the following agenda items to this part of the agenda.

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

Councilor Warner, Parks and Recreation Advisory Board, stated that there was a Community Meeting for the Parks Master Plan scheduled for the following night.

City Manager Crystal Dyches stated that she would be presenting at the meeting.

DEPARTMENTS

None scheduled

CLAIMS

None scheduled

BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION

Pursuant to A.R.S. 38-431.03 (A)(3) and (7) Discussion or consultation with the attorney or attorneys of the public body and designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Parcel No. 802-16-013B, 10 acres east of Highway 89, west of Sandhill Road

Page City Council Regular Meeting-June 8, 2016

Motion made by Councilor Sadler to enter into Executive Session at 9:11 p.m.

Councilor Seyler made a motion to enter into Executive Session at 9:11 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak stated that they were out of Executive Session for item 16.2 (property west of Sandhill) at 9:34 p.m.

EXECUTIVE SESSION

Pursuant to ARS § 38-431.03 (A) (1) Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that such discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with such notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether such discussion or consideration should occur at a public

City Magistrate, Rick Olson Evaluation and Employment Agreement

Motion made by Councilor Sadler to enter into Executive Session at 9:35 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak reconvened the Regular City Council Meeting at 10:00 p.m.

Discussion and possible action by the City Council pertaining to City Magistrate, Rick Olson-Employment Agreement

Motion made by Vice Mayor Kocjan to authorize Mayor Diak to sign the Employment Agreement for Rick Olson. The motion was duly seconded and passed upon a vote.

ADJOURN

The meeting was adjourned at 10:01 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

Page City Council Regular Meeting-June 8, 2016

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 8th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of June, 2016

Kim Larson, City Clerk



Page Electric Utility

electric power service for the people . . . by the people

Received 6-8-2014
6:45 p.m.
KS



19 Poplar Street ■ Post Office Box 1955 ■ Page, Arizona 86040
Fax: (928) 645-5322 Telephone: (928) 645-2419

July 21, 2006

Dear Page Electric Utility Customers:

The PEU Board held an annual rate hearing on June 21, 2006 at 6:00 p.m. at Page City Council Chambers. The hearing was open to the public. Members of the public had an opportunity to address the Board during the hearing and/or submit comments by mail, e-mail or facsimile.

As a result, the Board recommends an increase in the electric rates which will be considered by the Page City Council on July 27, 2006 at 6:30 p.m.

Residential Service:

Customer Charge - \$6.25/Month
Energy Charge - \$.0645/KWH \$.0715/KWH

Residential Service > 200 Amp Service Entrance:

Customer Charge - \$8.50/Month
Energy Charge - \$.0680/KWH \$.0750/KWH

Commercial Service With Demand Meter:

Commercial Customer Charge - \$25.00/Month
Demand Charge - \$ 3.75/KW/Month
Energy Charge - \$.0580/KWH \$.0645/KWH

Commercial Service Without Demand Meter:

Commercial Customer Charge - \$13.75/Month
Energy Charge - \$.0670/KWH \$.0675/KWH



Page Utility Enterprises

electric and water services for the people . . . by the people

640 Haul Rd., * P.O. Box 1955 * Page, Arizona 86040
 Fax: (928) 645-5322 Phone: (928) 6452419



WATER RATE SCHEDULE Effective 4/8/2014

0 – 3,000 gallons included in base rate	\$14.13 base rate
3,001 – 15,000 gallons	\$2.35 per 1,000 gallons metered
15,001 – 25,000 gallons	\$2.55 per 1,000 gallons metered
25,001 and up gallons	\$2.75 per 1,000 gallons metered
Standpipe	\$2.80 per 1,000 gallons metered
Reuse Water	\$1.38 per 1,000 gallons metered

SEWER RATE SCHEDULE Effective 4/8/2014

Sewer Base Rate for Residential and Commercial - \$4.00 per month

Residential - \$4.18 times the winter consumption average. Winter consumption average is based on the average of the months of December through February and is assessed annually in April each year. December through February average is determined as the lowest of any three months November – March. Sewer rates for new resident accounts will be based on a 6,000 gallon average (Citywide average consumption).

Commercial - \$4.18 per thousand gallons of monthly water usage.

Residential/Commercial Customers

Sewer Debt Service - \$.76 per thousand gallons of water consumed (based on winter water average).

Garbage Debt Service - \$4.59 per month.

New Service Deposit

Residential - \$ 50.00
 Commercial - \$100.00

Basic residential water, sewer, trash bill – (Based on 3,000 gallons water.)

Water	\$15.53 (including tax)
Sewer	16.54
Sewer Debt	2.28
Trash	24.40
Garbage Debt	4.59
	<u>\$63.34</u>

Additional Trash Cart - \$4.23
 Additional Recycling Cart - \$2.11

Description	Meter Readings		Usage
ELECTRIC READING	02/08/2016 99,963	03/09/2016 1,025	1,062
WATER READING	02/10/2016 971	03/14/2016 973	2

Multplier 1 Demand

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
640 HAUL ROAD
PO BOX 1955, PAGE AZ 86040
928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Service Period: 03/31/2016
Account Number: [REDACTED]
Service Address: [REDACTED]
Customer Name: [REDACTED]

Service	Charge
Previous Balance	271.07
Adjustments	
Payments	271.07 CR
Electric	75.98 82.18 6.25
Water	14.13
Sewer	16.54
Garbage	12.36 24.40
Sewer Debt SV	1.52 2.28
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.64
Utility Sales Tax	3.41
Sales Tax Electric	7.85
Sales Tax Water	1.40

TOTAL DUE \$ 188.42

4-20-16

Description	Meter Readings		Usage
ELECTRIC READING	02/04/2016 68,213	03/07/2016 68,998	785
WATER READING	02/03/2016 38	03/09/2016 41	3

PAID
CK NO. Cash
4-18-16 JB

Multplier 1 Demand

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
640 HAUL ROAD
PO BOX 1955, PAGE AZ 86040
928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Service Period: 03/31/2016
Account Number: [REDACTED]
Service Address: [REDACTED]
Customer Name: [REDACTED]

Service	Charge
Previous Balance	177.69
Adjustments	
Payments	177.69 CR
Electric	56.13 62.38 6.25
Water	14.13
Sewer	16.54
Garbage	24.40
Sewer Debt SV	2.28
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.25
Utility Sales Tax	2.81
Sales Tax Electric	6.46
Sales Tax Water	1.40

TOTAL DUE \$ 166.24

2

Description	Meter Readings		Usage
ELECTRIC READING	02/11/2016 13,373	03/15/2016 14,425	1,052
WATER READING	02/08/2016 501	03/10/2016 504	3

PAID
CK NO. Cash
DATE 4-18-16 JB

Multplier 1 Demand

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

Service Period: 03/31/2016
Account Number: [REDACTED]
Service Address: [REDACTED]
Customer Name: [REDACTED]

Service	Charge
Previous Balance	227.39
Adjustments	
Payments	227.39 CR
Electric	75.22 81.47 6.25
Water	14.13
Sewer	16.54
Garbage	24.40
Sewer Debt SV	2.28
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.63
Utility Sales Tax	3.39
Sales Tax Electric	7.80
Sales Tax Water	1.40

TOTAL DUE \$ 187.63

3

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage
ELECTRIC READING	02/11/2016 52,090	03/15/2016 53,392	1,302
WATER READING	02/08/2016 2,230	03/10/2016 2,233	3

PAID

CK. NO. Cash
 DATE 4-18-16
 Multiplier 1 Demand

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage
ELECTRIC READING	02/11/2016 19,432	03/15/2016 20,723	1,291
WATER READING	02/08/2016 1,939	03/10/2016 1,942	3

PAID

CK. NO. Cash
 DATE 4-18-16
 Multiplier 1 Demand

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage
ELECTRIC READING	02/11/2016 16,772	03/15/2016 17,624	852
WATER READING	02/08/2016 801	03/10/2016 804	3

PAID

CK. NO. Cash
 DATE 4-18-16
 Multiplier 1 Demand

"Plea

Service Period: 03/31/2016

Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	260.19
Adjustments	
Payments	260.19 CR
Electric	93.09 99.34 6.25
Water	14.13
Sewer	24.90
Garbage	24.40
Sewer Debt SV	3.80
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.99
Utility Sales Tax	3.94
Sales Tax Electric	9.06
Sales Tax Water	1.40

TOTAL DUE \$ 217.55 4

Service Period: 03/31/2016

Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	269.38
Adjustments	
Payments	269.38 CR
Electric	92.31 98.56 6.25
Water	14.13
Sewer	29.08
Garbage	24.40
Sewer Debt SV	4.56
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.97
Utility Sales Tax	3.92
Sales Tax Electric	9.01
Sales Tax Water	1.40

TOTAL DUE \$ 221.62 5

Service Period: 03/31/2016

Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	251.29
Adjustments	
Payments	251.29 CR
Electric	60.92 67.17 6.25
Water	14.13
Sewer	16.54
Garbage	24.40
Sewer Debt SV	2.28
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.34
Utility Sales Tax	2.96
Sales Tax Electric	6.80
Sales Tax Water	1.40

6
 17.41

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage		
ELECTRIC READING	02/04/2016	24,516	03/08/2016	27,174	2,658
WATER READING	02/02/2016	1,221	03/08/2016	1,225	4

PAID
 CK. NO. Cash
 DATE 4-18-16 Multiplier 1 Demand

Service Period: 03/31/2016
 Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	357.69
Adjustments	
Payments	357.69 CR
Electric	189.90 196.15 655
Water	16.48
Sewer	20.72
Garbage	24.40
Sewer Debt SV	3.04
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	3.92
Utility Sales Tax	6.90
Sales Tax Electric	15.87
Sales Tax Water	1.63
TOTAL DUE	\$ 323.70

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage		
ELECTRIC READING	02/11/2016	60,586	03/14/2016	61,948	1,362
WATER READING	02/02/2016	1,533	03/08/2016	1,537	4

PAID
 CK. NO. Cash
 DATE 4-18-16 Multiplier 1 Demand

Service Period: 03/31/2016
 Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	327.54
Adjustments	
Payments	327.54 CR
Electric	97.38 103.63 625
Water	16.48
Sewer	29.08
Garbage	24.40
Sewer Debt SV	4.56
Garbage Debt SV	4.59
NAMS Fee	30.00
Yardlight	13.84
Franchise Fee	2.35
Utility Sales Tax	4.49
Sales Tax Electric	10.34
Sales Tax Water	1.63
TOTAL DUE	\$ 245.39

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

PAGE UTILITY ENTERPRISES
 640 HAUL ROAD
 PO BOX 1955, PAGE AZ 86040
 928-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
 CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage		
ELECTRIC READING	02/11/2016	96,714	03/15/2016	97,631	917
WATER READING	02/08/2016	1,598	03/10/2016	1,602	4

PAID
 CK. NO. Cash
 DATE 4-18-16 Multiplier 1 Demand

Service Period: 03/31/2016
 Account Number: [REDACTED]
 Service Address: [REDACTED]
 Customer Name: [REDACTED]

Service	Charge
Previous Balance	233.49
Adjustments	
Payments	233.49 CR
Electric	65.57 71.82 625
Water	16.48
Sewer	37.44
Garbage	24.40
Sewer Debt SV	6.08
Garbage Debt SV	4.59
NAMS Fee	30.00
Franchise Fee	1.44
Utility Sales Tax	3.10
Sales Tax Electric	7.12
Sales Tax Water	1.63
TOTAL DUE	\$ 294.10

"Please DO NOT place trash into the green Recycle Cans!" -Thanks

WEDNESDAY
& LEGAL HOLIDAYS

Meter Readings			Usage
1,635	04/20/2016	25,936	1,301
270	04/05/2016	4,287	17

Multiplier 1 Demand

Please use green Recycle Cans! -Thanks

140 HAUL ROAD
PO BOX 1955, PAGE AZ 86040
328-645-2419

7am to 5:30pm MONDAY THRU THURSDAY
CLOSED FRIDAY, SATURDAY, SUNDAY & LEGAL HOLIDAYS

Description	Meter Readings		Usage
TRIC READING	02/05/2016	40,020	03/08/2016 43,899 3,879
TRIC READING	02/02/2016	117	03/08/2016 127 10

Multiplier 1 Demand

Please DO NOT place trash into the green Recycle Cans! -Thanks

Account Number: [REDACTED]
Service Address: [REDACTED]
Customer Name: [REDACTED]

Service Charge
Previous Balance 228.73
Adjustments
Payments 228.73 CR
Electric 93.02 99.27 6.25
Water 47.43
Sewer 20.72
Garbage 24.79
Sewer Debt SV 3.04
Garbage Debt SV 4.59

14.13
28.20
5.10
47.43

Franchise Fee 1.99
Utility Sales Tax 3.04
Sales Tax Electric 6.99
Sales Tax Water 4.70

TOTAL DUE \$ 218.58

10

Service Period: 03/31/2016

Account Number: [REDACTED]

Service Address: [REDACTED]

Customer Name: [REDACTED]

Service Charge
Previous Balance 457.32
Adjustments
Payments 277.35 457.32 CR
Electric 16.48 283.60 6.25
Water 30.58
Sewer 16.54
Garbage 24.40
Sewer Debt SV 2.28
Garbage Debt SV 4.59

Franchise Fee 5.67
Utility Sales Tax 8.68
Sales Tax Electric 19.96
Sales Tax Water 3.03

TOTAL DUE \$ 399.33

4-20-16

10

Recommended Wastewater Rate Structure

Presented below is a side-by-side comparison of the current and recommended wastewater rates by class:

Current Residential Rates		Recommended Residential Rates	
Meter Size	Customer Charge	Meter Size	Customer Charge
All Meters	\$4.00	5/8"	\$12.52
		3/4"	\$12.52
		1"	\$12.52
		1.5"	\$31.30
		2"	\$50.08
		3"	\$93.90
		4"	\$156.50
		6"	\$313.00
<p><i>Volumetric Charge</i> All Gallons: \$4.18 per 1,000 Gallons</p>		<p><i>Volumetric Charge</i> All Gallons: \$4.18 per 1,000 Gallons</p>	
Current Commercial Rates		Recommended Commercial Rates	
Meter Size	Customer Charge	Meter Size	Customer Charge
All Meters	\$4.00	5/8"	\$12.52
		3/4"	\$12.52
		1"	\$12.52
		1.5"	\$31.30
		2"	\$50.08
		3"	\$93.90
		4"	\$156.50
		6"	\$313.00
<p><i>Volumetric Charge</i> All Gallons: \$4.18 per 1,000 Gallons</p>		<p><i>Volumetric Charge</i> All Gallons: \$4.18 per 1,000 Gallons Commercial Customers with meter sizes 5/8"-1" billed the following monthly flat usage: 5/8" Customers - 5,000 Gallons 3/4" Customers - 5,000 Gallons 1" Customers - 10,000 Gallons</p>	

Below are the average usage bill impacts for each class and meter size:

Residential Bill Impacts @ 3,000 Gallons Winter Averaging Usage

Meter Size	FY 2015 Customers	Current Bill	Recommended	Increase (\$)	Increase (%)
5/8"	792	\$ 16.54	\$ 25.06	\$ 8.52	52%
3/4"	587	\$ 16.54	\$ 25.06	\$ 8.52	52%
1"	911	\$ 16.54	\$ 25.06	\$ 8.52	52%
1.5"	6	\$ 16.54	\$ 43.84	\$ 27.30	165%

PAGE LIBRARY BOARD MEETING

NOVEMBER 20, 2014
Macdonald

MEMBERS PRESENT: ROBERT WARD, LARRY THOWE, RON MCDONALD, REGINA SANTELLI, SUZANNE COTTRELL LIAISON MAYOR BILL DIAK

MAYOR BILL DIAK IS OUR NEW LIAISON FROM THE CITY COUNCIL

PRESIDENT ROBERT WARD CALLED THE MEETING TO ORDER AT 7:15 PM

THERE WAS NO PRESIDENT REPORT.

DEBBIE REPORTED THAT BEAVERLY BOTANG HAD SENT HER LETTER OF RESIGNATION, SO THERE IS NOW A VACANT SEAT ON THE BOARD.

FRIENDS FINANCIAL REPORT WAS HANDED OUT. AND DEBBIE STATED THAT SHE HAD SPENT \$400. ON A BOOK BINDING MACHINE, AND \$130 ON CHILDREN PROGRAM SUPPLIES.

DEBBIE PRESENTED A POWER POINT FOR HER REPORT. THROUGH A GRANT THE LIBRARY RECEIVED 950 BOOKS TO GIVE TO CHILDREN WHEN THEY RECEIVE THEIR FIRST LIBRARY CARD WITH A BOOK BAG.

SUZANNE NOMINATED RON MCDONALD FOR VICE PRESIDENT 2ND BY LARRY ALL APPROVED.

DEBBIE THEN PRESENTED THE NUMBERS FOR THE 2013/2014 YEAR.

GRANTS RECEIVED: 950 FREE BOOKS \$2,500 FOR PAGE DRUG TASK FORCE
\$5,000 FOR OUTREACH

PATRON COUNT 160,568
REFERENCE TRANSACTIONS 54,221
COMPUTER USE 138,20
WEB SITE VISITS 59,119
ON-LINE CATALOG SEARCHES 15,024
PERCENTAGES WERE GIVEN OF PATRON CARDS 11,706
PATRON CHECK OUTS 141,364
COLLECTION

PROGRAMS & ATTENDANCE DOWNLOADABLES, SCHEDULED EVENTS,
DEBBIE HAS MADE SOME CHANGES IN LIBRARY POLICY. INSTEAD OF \$PER HOUR FOR INTERNET BY NON CARD HOLDERS USE THE CHARGE WILL BE \$2 RON MOVED TO APPROVE THIS CHANGE 2ND BY REGINA ALL APPROVED
RON SUGGESTED THAT A BLOOD DONOR CARD AS IDENTIFICATION BE REMOVED FROM THE LIST OF PROOF OF RESIDENCE FOR A LIBRARY CARD. AS IT HAS NO INFORMATION OTHER THAN NAME AND BLOOD TYPE, DEBBIE AGREED TO REMOVE.

DEBBIE WANTS THE CHECK OUT NUMBERS FOR DVD'S BE 10 INSTEAD OF 6 AT ONE TIME. LARRY MOVED TO MAKE THIS CHANGE 2ND BY RON ALL APPROVED.

SUPER SANTA PARTY WILL BE HELD DEC. 20
ADULT VOLUNTEER PARTY TO BE HELD IN DEC. NO DATE AS YET.
THE LIBRARY HAS TAKEN OVER THE TOYS FOR TOTS PROGRAM AND WILL GO TO FLAGSTAFF FOR TOYS. ANY CHILD THAT DOES SHOP WITH A COP, OR THE ANGLE TREE WILL NOT BE ABLE TO TAKE PART.

THE DECEMBER CALENDAR IS NOT COMPLETE AND WILL BE SENT TO US.
SUZANNE MOVED TO ADJOURN 2ND RON ALL AGREED 8:15
NEXT MEETING JAN. 15, 2015 SUZANNE COTTRELL SECRETARY

Suzanne Cottrell

Robert Ward *R. B. Ward*

Page Library Board Meeting Minutes
January 21, 2016
7:05 PM

A regular meeting of the Page Public Library Board was held at the Page Public Library on January 21, 2016 at 479 S. Lake Powel Blvd.

CALL TO ORDER

Meeting was called to order by Library President, Robert Ward at 7:05 p.m.

ROLL CALL

PRESENT: Robert Ward, Regina Santelli, Cheri Brown, City Council Liaison, Bill Diak

ABSENT: Charles Goodrich

STAFF PRESENT: Debbie Winlock, Community Service Director

APPROVAL OF MINUTES: – No minutes

CORRESPONDENCE: None

HEAR FROM THE CITIZENS: None

REPORT OF BOARD PRESIDENT: None

REPORT OF LIBRARY DIRECTOR:

- Children programs attendance is up
- Chamber Mixer to be held at library February 4th at 6 p.m.
- Library will close Thursday, February 4 at 6 to 8 pm.

UNFINISHED BUSINESS:

- None

NEW BUSINESS:

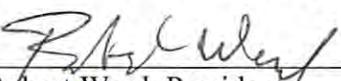
- Elections:
 - Co-Chair - Regina Santelli
 - Secretary – Tabled until next meeting
- Library Policy Manual is being updated
- Children's Library Aide Position open, part-time at 29.5 hours per week
- Library Lovers Month will be celebrated the month of February. Children's department will have activities daily.

ADJOURNMENT

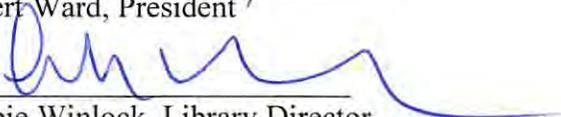
There being no further business, Board Member Robert Ward moved to adjourn the meeting at 7:58 p.m. The motion was seconded by Board Member Cheri Brown and adopted unanimously.

NEXT MEETING: Next regular board meeting is scheduled for March 17, 2016, at 7:00 p.m.

Respectfully submitted by



Robert Ward, President



Debbie Winlock, Library Director

**PAGE PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
May 3, 2016**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on May 3, 2016, in the Council Chambers at City Hall in Page, Arizona. Chair Leroy Wicklund presided. Commissioners Rob Peterson, Bubba Ketchersid, Shelley Johnstone, John Mayes and Lyle Dimbatt were present. Vice Chair Bill Justice was excused. City Council Liaison, Corey Seyler was present.

Chair Leroy Wicklund called the meeting to order at 5:30 p.m.

Staff members present: Planning and Zoning Director, Robin Crowther and Community Development Director, Kim Johnson.

MINUTES

Regular Planning and Zoning Commission Meeting-April 5, 2016

Motion made by Commissioner Bubba Ketchersid to approve the minutes. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

COMMUNICATIONS

None

HEAR FROM THE CITIZENS

None

PUBLIC HEARING

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 14-2.26) Eric Johnson.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission Rob Peterson to approve CUP 14-2.26. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

- B. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-7.17) Paul Jones/Alyssa Jansen.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Planning and Zoning Regular Meeting-May 3, 2016

Motion made by Commission John Mayes to approve CUP 13-7.17. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

- C. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-4.25) Janell Hibbs.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission Bubba Ketchersid to approve CUP 13-4.25. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

- D. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 15-1.29) John Gilleland.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission John Mayes to approve CUP 15-1.29. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

- E. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-4.22) Stuart Resmondo/Kathryn Martin.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Commissioner Rob Peterson asked about the correct name for Stuart or Dan and they are both correct.

Motion made by Commission Bubba Ketchersid to approve CUP 13-4.22. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

- F. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-5.15) Kim and Diane Chermak.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission John Mayes to approve CUP 13-5.15. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

- G. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 15-4.7) Jarrett Edwards.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Planning and Zoning Regular Meeting-May 3, 2016

Motion made by Commission Rob Peterson to approve CUP 15-4.7. The motion was duly seconded by Commissioner Lyle Dimbatt and passed upon a unanimous vote.

- H. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-3.25) Kori Black.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission Shelley Johnstone to approve CUP 13-3.25. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

- I. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 14-4.3) Rob Callaway.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Motion made by Commission Rob Peterson to approve CUP 14-4.3. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

- J. Discussion and possible action regarding approval of a Vacation Home Rental Conditional Use Permit (CUP 16-4.12) Kristi and Michael Hall.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

There were questions about the upstairs floor plan and a window that needed replaced.

Michael Hall 1055 Grandview, submitted the missing floor plan and stated that the window was replaced and the building inspector passed it earlier in the day.

Motion made by Commission John Mayes to approve CUP 16-4.12. The motion was duly seconded by Commissioner Lyle Dimbatt and passed upon a unanimous vote.

- K. Discussion and possible action regarding approval of a Bed and Breakfast Conditional Use Permit (16-4.21) Jean Schwarz.

Planning and Zoning Director Robin Crowther presented the request for a Conditional Use Permit for a Bed and Breakfast.

Community Development Director Kim Johnson inquired about the CUP number being different from the Agenda. It is correct in the minutes.

Motion made by Commission Shelley Johnstone to approve CUP 16-4.21. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

Planning and Zoning Regular Meeting-May 3, 2016

- L. Discussion and possible action regarding approval of a Bed and Breakfast Conditional Use Permit (15-12.30) Carol Hoffman.

Planning and Zoning Director Robin Crowther reviewed the VHR CUP.

Community Development Director Kim Johnson inquired about the CUP number if it should be 16 instead of 15. There was some confusion but it is correct.

Motion made by Commission Rob Peterson to approve CUP 15-12.30. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

- M. Discussion regarding Planning and Zoning Ordinance Update.

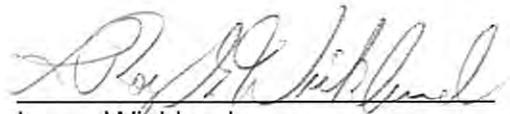
Community Development Director Kim Johnson updated the Commission on the 2 day event for the Planning and Zoning Ordinance Update on May 23 & 24, 2016.

ADJOURN

Motion made by Commission John Mayes to adjourn the meeting at 6:18 p.m. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.



Robin Crowther
Planning and Zoning Director



Leroy Wicklund
Chair

fw: Resignation from Parks and Rec Board, and the Rim Trail Subcommittee,
effective June 24, 2016



Thu 6/9/2016 9:16 AM

From: Kimberly Johnson

To: City Clerk, City Clerk's Office

FYI

Kimberly Johnson, AICP
Community Development Director
kjohnson@cityofpage.org
928.645.4261



City of Page
P.O. Box 1180
697 Vista Avenue
Page, AZ 86040

From: "Mike Woods" <woodshed48@gmail.com>

Sent: Wednesday, June 08, 2016 10:20 PM

To: "Kimberly Johnson" <kjohnson@cityofpage.org>, "Dugan Warner" <dennis@warnercompanies.com>

Cc: "Mike Woods" <woodshed48@gmail.com>

Subject: Resignation from Parks and Rec Board, and the Rim Trail Subcommittee, effective June 24, 2016

Kim:

I need to resign from both positions as I will be out of the area for an extended period, and will not be able to serve correctly. I have appreciated the opportunity to be on the board and the subcommittee.

I have talked with Paul Ostapuk, and he would like to replace me on the Rim Trail Subcommittee if possible.

Thanks for the opportunity to serve.

Mike Woods

**CITY OF PAGE
MONTHLY CASH ALLOCATION COMPARISON**

	<u>Mar-16</u>	<u>Apr-16</u>
01-1110200 LGIP - GENERAL SAVINGS ACCT	4,605,123.30	4,435,523.30
01-1110300 CASH A/P CHECKING (COMBINED)	3,031,268.16	3,574,184.60
01-1110400 CASH P/R CHECKING (COMBINED)	47,351.80	47,152.68
01-1110600 U.S. BANK INVESTMENT ACCT	5,983,489.41	6,002,964.10
01-1170000 ACCTS RECV CASH CLEARING ACCT	0.00	0.00
01-1175000 UTILITY CASH CLEARING ACCT	0.00	0.00
15-1120300 LGIP - HURF SAVINGS ACCT	1,685,738.91	1,737,363.88
20-1520600 LGIP - SERIES 2011 BOND RESRV	2,421,373.25	2,422,024.72
32-1120400 JCEF SAVINGS ACCOUNT	56,774.01	57,200.64
72-1120700 FIRE PENSION SAVINGS	29,621.75	31,149.81
72-1121100 FIRE PENSION-INVESTMENT ACCT	438,224.65	442,037.08
	<u>18,298,965.24</u>	<u>18,749,600.81</u>

<u>FUND</u>	<u>Mar-16</u>	<u>Apr-16</u>
10 ALLOCATION TO GENERAL FUND	10,210,115.62	10,480,842.15
15 ALLOCATION TO HIGHWAY USER FUND	1,671,378.02	1,728,748.98
16 ALLOCATION TO SUBSTANCE ABUSE FUND	18,471.85	18,764.23
20 ALLOCATION TO DEBT SERVICE FUND	3,334,510.44	3,435,571.25
25 ALLOCATION TO MISCELLANEOUS GRANTS	47,070.37	40,104.15
30 ALLOCATION TO LIBRARY MISCELLANEOUS GRANTS	0.00	0.00
32 ALLOCATION TO JCEF FUND	54,384.28	54,885.62
36 ALLOCATION TO DONATION FUND	58,120.88	58,575.50
40 ALLOCATION TO CAPITAL PROJECTS FUND	673,512.59	667,235.05
41 ALLOCATION TO BALLOON REGATTA FUND	0.00	0.00
42 ALLOCATION TO TOURISM & PROMOTION FUND	436,806.76	446,577.98
46 ALLOCATION TO AIRPORT FUND	1,051,252.66	1,065,897.63
47 ALLOCATION TO AIRPORT EVENTS FUND	0.00	0.00
48 ALLOCATION TO LAND FUND	0.00	0.00
50 ALLOCATION TO PAGE UTILITY ENTERPRISES	-1,113.57	-1,315.80
51 ALLOCATION TO WATER FUND	-789.46	-598.94
52 ALLOCATION TO SEWER FUND	-851.27	-847.36
57 ALLOCATION TO CEMETERY FUND	279,166.00	282,889.81
72 ALLOCATION TO FIRE PENSION FUND	466,930.07	472,270.56
	<u>18,298,965.24</u>	<u>18,749,600.81</u>



Request for City Council Action

Title:	Ordinance 628-16 Amending Chapter 9 Nuisance		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other-Departments	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
Originating Department:	Community Development	Supporting Documents:	None
Prepared By:	Community Development Director	Presented By:	Community Development Director
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to Introduce Ordinance No. 628-16 by Title Only for Second Reading Motion to Adopt Ordinance No. 628-16		

BACKGROUND:

One of the 2016/17 City Council Strategic Priorities for Community Development is to “protect Neighborhoods from blighting and deteriorating conditions that have a negative impact on area property values; and encourage residents and business owner's efforts to maintain the physical environment through standards set in local ordinances.” In response, City Staff has reviewed existing Nuisance ordinances and made recommendations for amendments which were brought forward to the City Council at several work sessions where considerable discussion took place.

Attached is Ordinance No. 628-16, amending Chapter 9, Nuisance. The proposed amendments primarily address the following issues:

- Changes the responsible staff to the Community Enhancement Technician
- Adds a provision related to attractive nuisance
- Enhances language related to trees, shrubs, weeds, etc.
- Enhances language related to trash, garbage and recycling, etc. These amendments are significant, adding section related to all types of land use, and defining where and how these areas must be maintained.
- Eliminates language regarding graffiti, which is covered in Chapter 10 Offenses
- Adds a provision prohibiting people putting or allowing things in the right of way (grass, leaves, weeds, rocks, sand, etc)

At the first reading the Council asked for clarification of three items as follows:

- Section 9-2-4 C. was changed to clarify that the receptacles need to be placed “Immediately adjacent to the street side of the curb”
- Section 9-2-4 E. was changed to clarify that “areas that generate noise and/or odors shall not be located in front of a principal residential building”.
- Section 9-2-5 was changed to clarify that “all trash, rubbish or garbage, including recyclable and/or hazardous materials in common storage and collection areas shall be completely enclosed...”

STAFF RECOMMENDATION:

I move to introduce Ordinance No. 628-16 by title only for its second reading.

I move to adopt Ordinance No. 628-16.

ORDINANCE NO. 628-16

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA AMENDING THE CODE OF THE CITY OF PAGE, ARIZONA, CHAPTER 9, ARTICLE 9-1 SUBSECTIONS 9-1-1 PURPOSE AND SCOPE, 9-1-2 DEFINITIONS, 9-1-3, ENFORCEMENT AUTHORITY, 9-1-4 INSPECTIONS, 9-1-5 PUBLIC NUISANCES PROHIBITED, 9-1-8 ENFORCEMENT, 9-1-8.1 INFORMAL MEDIATOR INTERVENTION AND SUMMARY ACTION, 9-1-8.2 ABATEMENT, 9-1-8.3 CIVIL AND CRIMINAL ENFORCEMENT; AND ARTICLE 9-2 SUBSECTIONS 9-2-2 CONTRACT WITH PRIVATE COMPANY-FIXING OF SERVICES AND RATES; AND ADDING SUBSECTIONS 9-2-4 RESIDENTIAL TRASH, RUBBISH OR GARBAGE, AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION, AND 9-2-5 MANUFACTURED HOUSING/RV PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION, AND COMMERCIAL, PUBLIC/SEMI-PUBLIC, BUSINESS PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION.

WHEREAS, the Mayor and Common Council have established a code enforcement program in the Community Development Department; and

WHEREAS, the Mayor and Common Council have determined that a number of ordinances dealing with Nuisance issues are in need of being amended to address existing code enforcement issues in the community; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1: That Chapter 9 Article 9-1 PUBLIC NUISANCE AND PROPERTY MAINTENANCE, Section 9-1-2 Definitions of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

Garbage: HOUSEHOLD WASTE (INCLUDING SINGLE AND MULTIPLE FAMILY RESIDENCES AND SOME COMMERCIAL ENTERPRISES SUCH AS HOTELS, OFFICES, RESTAURANTS AND OTHER SUCH BUSINESSES) THAT IS PERMITTED TO BE PLACED IN ON SITE RECEPTACLES. An accumulation of spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition.

Section 2: That Chapter 9 Article 9-1 PUBLIC NUISANCE AND PROPERTY MAINTENANCE, Section 9-1-3 Enforcement Authority of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

- A. The City of Page Community Resource ~~Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, in coordination and cooperation with such other designated city officials, is hereby authorized and directed to**

enforce all provisions of this article.

B. In enforcing this article, the City ~~OF PAGE Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, peace officer, or other designated city official, may take one (1) or more of the following actions by first utilizing the least punitive action and progressing to more severe actions only as necessary for compliance.

1. Informal intervention with the responsible party.
2. Where the violation is on public property, such as noncompliant posting of signs in a public right-of-way, take summary action to remove the violation and, where possible, serve notice of the action or written warning, issue a Civil or Criminal Citation.
3. Issue a Notice and Order to Abate to the responsible party in accordance with the procedures set forth in this article.
4. Issue a Criminal or Civil Citation to the responsible party in accordance with the procedures set forth in this article.
5. In the case of an imminent hazard or a building or structure which is unfit for human habitation, with the concurrence and approval of the City Manager, take emergency remedial action or issue an order to vacate the premises in accordance with the procedures set forth in this article.

C. The authority of the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN to enforce the provisions of this article is independent of and complementary to the authority of other designated city officials to enforce the provisions of any other statute, code or regulation. The remedies provided for in this article are cumulative and in addition to any other remedies established by law, and this article shall not be interpreted as limiting the penalties, actions or abatement procedures which may be taken by the City or other officials under other laws, ordinances, or rules.

Section 3: That Chapter 9 Article 9-1 PUBLIC NUISANCE AND PROPERTY MAINTENANCE, Section 9-1-4 Inspections of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

A. The City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, or such other designated city official, is hereby authorized to make inspections for violations of this article in the normal course of job duties or in response to a citizen complaint when there is reason to believe that a violation of this chapter has been or is being committed and where necessary to certify

compliance with an enforcement action.

Section 4: That Chapter 9 Article 9-1 PUBLIC NUISANCE AND PROPERTY MAINTENANCE, Section 9-1-5 Public Nuisances Prohibited of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

- A. It shall be unlawful to maintain any condition defined as or deemed to be a nuisance or hazard to the public health, safety, or welfare, by any statute of the State of Arizona or any code or ordinance adopted by the City of Page, OR ANYTHING WHICH IS INDECENT OR OFFENSIVE TO THE SENSES, OR WHICH INTERFERES WITH THE COMFORTABLE ENJOYMENT OF LIFE OR PROPERTY.
- B. ANY ATTRACTIVE NUISANCE, DANGEROUS TO CHILDREN AND OTHER PERSONS INCLUDING, BUT NOT LIMITED TO, ABANDONED, BROKEN, OR NEGLECTED HOUSEHOLD APPLIANCES, EQUIPMENT AND MACHINERY, ABANDONED FOUNDATIONS OR EXCAVATIONS, OR IMPROPERLY MAINTAINED OR SECURED POOLS, HOT TUB OR SPA.
- C. IT IS UNLAWFUL FOR ANY PERSON TO ERECT OR MAINTAIN WITHIN THE CITY ANY ABOVE GROUND ELECTRIC FENCE.
- ~~B.~~ D. It shall be unlawful for any person to cause or allow the storage of any abandoned or junk vehicle except where such storage is in complete compliance with this article and the City of Page Zoning Code.
 - 1. In residential areas, all abandoned or junk vehicles being stored, restored or repaired ~~for longer than fourteen (14) days~~ shall be kept safely within a lawful building or structure or behind a lawful fence in such a manner as to not be visible from beyond the lot boundaries.
 - 2. Abandoned or junk vehicles shall not be stored on the premises of a business enterprise unless the enterprise is lawfully licensed under the Page City Code for such purpose, or such storage is necessary to the operation of the business enterprise, and such storage is otherwise in conformance with the Page City Code and Zoning Ordinance.
- ~~G.~~ E. No person shall allow, deposit, store, accumulate or maintain garbage, trash, refuse, rubbish, litter, or junk that is visible from beyond the lot boundaries, except for temporary storage of such materials in an authorized receptacle for collection in compliance with ARTICLE 9-2 OF THIS ORDINANCE ~~the city of Page Agreement for Garbage Collection.~~
- ~~D.~~ F. No person shall deposit, discard, store, maintain, or knowingly permit to remain on land, under his control, in a place accessible to children,

any icebox, refrigerator, ice chest, or other airtight or semi-airtight container or appliance which has a capacity of one and one-half cubic feet or more and/or an opening of twenty square inches or more and which has a door or lid equipped with hinge, latch or other fastening device.

G. ALL PERSONS OWNING OR OCCUPYING LAND, WHETHER IMPROVED OR UNIMPROVED, SHALL KEEP THE SIDEWALKS OR PUBLIC PLACES FRONTING OR BORDERING THEIR PROPERTY, FREE OF GARBAGE, TRASH, REFUSE, RUBBISH, LITTER OR JUNK; PROVIDED, HOWEVER, THIS SECTION SHALL NOT PROHIBIT THE TEMPORARY STORAGE OF SUCH MATERIALS IN AUTHORIZED RECEPTACLES FOR COLLECTION IN COMPLIANCE WITH ARTICLE 9-2 OF THIS ORDINANCE.

~~E. All persons owning or occupying land, whether improved or unimproved, shall keep the sidewalks or public places fronting or bordering their property, free of garbage, trash, refuse, rubbish, litter or junk; provided, however, this section shall not prohibit the temporary storage of such materials in authorized receptacles for collection in compliance with Article 9-2 of this ordinance the City of Page Agreement for Garbage Collection. All persons owning or occupying land, whether improved or unimproved, except land designated Parks/Open Space, Future Development, or Residential Estate, shall not allow, maintain, or accumulate weeds or grass in excess of eight (8) inches high.~~

F.H. No owner or occupant of land, whether improved or unimproved, shall allow trees, shrubs, or plant growth on that land to encroach upon or impede, obstruct or interfere with passage on, any street, sidewalk, easement or alley within the City or to obstruct visibility of any traffic control device or signal, OR DEAD, DECAYED, DISEASED OR HAZARDOUS TREES, WEEDS, HEDGES, AND OVERGROWN OR UNCULTIVATED VEGETATION WHICH IS IN A HAZARDOUS CONDITION OR WHICH IS LIKELY TO HARBOR RATS, VERMIN OR OTHER PESTS. THIS SECTION DOES NOT APPLY TO PROPERLY MAINTAINED COMPOST BINS.

~~G.I.~~ No owner or occupant of land, whether improved or unimproved, except on land designated as Parks/Open Space or Future Development, shall ALLOW, MAINTAIN, OR ACCUMULATE WEEDS, GRASS OR OTHER PLANT GROWTH THAT ARE DEAD, DORMANT, STICKER, OR DUE TO HEIGHT OR DRYNESS, CONSTITUTE A HAZARDS AS DEEMED BY THE FIRE MARSHAL. WHEN IN THE OPINION OF THE FIRE MARSHAL, THE LARGE SIZE OR TERRAIN OF PROPERTY MAKES THE CUTTING OF ALL WEEDS OR GRASSES

IMPRACTICAL, THE FIRE MARSHAL, OR DESIGNEE, MAY, BY WRITTEN ORDER, ALLOW AND LIMIT THE REQUIRED CUTTING OF WEEDS AND GRASSES TO A FIREBREAK OF NOT LESS THAN FIFTEEN FEET (15') IN WIDTH CUT AROUND THE COMPLETE PERIMETER OF THE PROPERTY AND AROUND ANY STRUCTURES EXISTING UPON THE PROPERTY, UNLESS THE FIRE MARSHAL, OR DESIGNEE DETERMINES THAT A FIREBREAK OF A LESSER WIDTH WILL PROVIDE ADEQUATE PROTECTION AGAINST FIRE SPREAD AT THE PARTICULAR LOCATION, allow plant growth or weeds which are dead, dormant, sticker or potentially injurious to humans or animals or so dry as to be readily flammable or combustible or that may otherwise constitute a fire hazard or other threat to public health or safety. Nothing in this Article shall prohibit plant or weed growth, with the exception of noxious weeds, utilized for grazing on land designated as Residential Estate.

- ~~H.~~J. No person or owner shall deposit into, sweep upon or allow or permit to drain into any public right-of-way or place any hazardous material, garbage, trash, refuse, rubbish, litter or junk, or similar matter which is offensive to sight or smell or impedes passage or is detrimental to public health.
- ~~I.~~K. It is unlawful for the owner or occupant of land to cause or permit disagreeable or obnoxious odors to emanate beyond the boundaries of the land.
- ~~J.~~L. It is unlawful to occupy any building or other structure which is unfit for human habitation in violation of Chapter 7 of the Page City Code.
- ~~K.~~M. It is unlawful to allow any swimming pool or similar body of water to stagnate and thereby become eutrophic, polluted, or offensive to the senses and unsafe for its intended use in violation of any applicable health and safety code.
- ~~L.~~ N. No owner or occupant of land, whether improved or unimproved, shall cause or permit unreasonable quantities of smoke, noxious fumes, gas, soot or cinders to emanate beyond the boundaries of that land except with a fire department burning permit.
- ~~M.~~ M. ~~No owner or occupant of a building or structure within the City shall permit graffiti on any building or structure or fail to eradicate graffiti from such building or structure in violation of Article 10-2 of this code. Graffiti is defined within this code.~~
- ~~N.~~O. It is unlawful for any owner or occupant of land to fail to properly repair or replace any collapsed or fallen fence adjacent to the public right-of-way.
- ~~O.~~P. In accordance with Chapter 8 of this code, except for specific permitted

or licensed activities, it shall be unlawful for any person to display any article for sale outdoors on any property, whether improved or unimproved, or on any public place; and no owner or occupant of property, whether improved or unimproved, shall allow or permit such outdoor displays. This provision shall not apply to garage or yard sales.

~~P.~~ Q. In residential zones, it shall be unlawful for any person to park or store and for an owner or occupant of land to allow or permit any person to park or store on the owner's or occupant's land any commercial vehicle having a gross vehicle weight rating (GVWR) exceeding fourteen thousand (14,000) pounds, except that temporary parking is permitted for the purpose of delivery or the loading and unloading of household goods.

~~Q.~~ R. No person shall place any sign in any public right-of-way or attach any sign to any public utility structure, traffic control device, traffic light standard, or similar structure, except signs erected by a public utility or government agency and those permitted by city ordinance or other law, but only for those places, times and specific purposes permitted.

~~R.~~ S. All vacant or abandoned buildings shall be secured against unauthorized entry at all times.

~~S.~~ T. It shall be unlawful for any person to willfully or negligently permit or cause the escape or flow of water from the municipal water system in such quantity as to cause flooding, impede vehicular or pedestrian traffic, create a hazardous condition to such traffic, create a condition which constitutes a threat to the public health and safety, or cause damage to the public streets or alleys of the City.

U. IT SHALL BE UNLAWFUL FOR ANY PERSON TO WILLFULLY OR NEGLIGENTLY DEPOSIT, ALLOW TO BE DEPOSITED, OR FAIL TO PREVENT THE DEPOSIT OF LEAVES, GRASS, WEEDS, SAND, STONES, OR THE LIKE ON A PUBLIC SIDEWALK, ALLEY, STREET, RIGHT-OF-WAY, OR OTHER PUBLIC PROPERTY.

Section 5: That Chapter 9 Article 9-1 PUBLIC NUISANCE AND PROPERTY MAINTENANCE, Section 9-1-8 Enforcement of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

After appropriate or necessary investigation, documentation and inspection, the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, a Peace Officer, or other designated city official may take, in compliance with Section 9-1-3(B), one (1) or more of the following actions:

- A. Informal verbal or written notice to abate
- B. Informal mediation or intervention with the responsible party.
- C. Summary action to remove the violation, followed by appropriate notice, warning or enforcement action.

Ordinance No. 628-16

Page 7

- D. Issue a Formal Notice and Order to Abate.
- E. Issue a Criminal or Civil Citation with notice to appear
- F. Take emergency action for abatement or vacation of premises.

Subsection 9-1-8.1 Informal Mediator Intervention and Summary Action

- A. Informal mediation or intervention. Whenever in the judgment of the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, or other designated official, action short of formal citation or Notice and Order to Abate is likely to achieve satisfactory and timely compliance, informal intervention, including written and verbal communication providing up to fourteen (14) days in which to remedy the violation(s), may be used.
- B. Summary action. Where obvious and elemental violations occur and entry onto private property is not necessary to enforcement, e.g., in the case of illegal posting of advertising in public rights-of-way, the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, or other designated official, may remove or summarily abate the violation. In such cases, evidence of the violation shall be forwarded to the City Code Enforcement Officer, or other appropriate official for identification of the responsible party and follow-up enforcement.

Subsection 9-1-8.2 Abatement

- A. Administrative Abatement.
 - 1. Abatement commenced pursuant to A.R.S. Section 9-499 (as amended) shall be known as an Administrative Abatement. The purpose of an Administrative Abatement is to compel the person or responsible party of the property, to remove rubbish, trash, weeds or other accumulation of filth, debris or dilapidated structures which constitute a hazard to public health and safety from buildings, grounds, lots, contiguous sidewalks, streets and alleys of the City. Notice of Abatement shall be given in accordance with the procedures set forth in this chapter and only after informal mediation or intervention has failed to remedy the violation.
 - 2. Notice to Abate. If the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, or other designated official, determines that a violation of this article has occurred, he or she shall advise the responsible party by written notice and order to comply that the violation must be corrected and removed from the property. The notice shall be given to the responsible party not less than thirty (30) days

before the date set for compliance if the violation is to be abated by administrative procedure pursuant to A.R.S. Section 9-499 (as amended). If the property owner is not the defendant or responsible party named in the action, notice shall also be given to the owner in accordance with the procedures set forth in this chapter. The notice shall include:

- a. A legal description of the premises, street address, tax parcel number, and a summary of violations known to exist together with the code section references.
 - b. A detailed description of the condition(s) constituting the violation(s) along with legal citation(s) of applicable code, statutory or regulatory provision(s).
 - c. Re-inspection date, if any.
 - d. The estimated cost of abatement together with costs of additional inspections and other incidental connected costs.
 - e. A Description of the Appeal Process. Pursuant to A.R.S. Section 9-499 (as amended), the responsible party may appeal both the notice and the assessments by requesting a hearing before the City Council within the time set for compliance. If no timely appeal is made, or the City Council affirms the abatement, the City may remove, abate, enjoin or cause the removal of the violation after the compliance time has elapsed.
 - f. Name, business address, and business phone number of the City ~~Community Resource Officer~~COMMUNITY ENHANCEMENT TECHNICIAN and/or other city official who issued the notice.
3. The costs for abatement, plus associated legal costs, shall be recorded as an assessment on the property and collected as provided in A.R.S. Section 9-499 (as amended), including commencing a sale of the property and judgment of foreclosure in Superior Court. A prior assessment under the statute shall not be a bar to subsequent assessments, and any number of assessments on the same lot or tract of land may be enforced in the same action.
 4. Service of the Notice to Abate shall be deemed complete on the date it is hand delivered or mailed certified mail, return receipt requested, addressed to the property owner or responsible party. If personal service or mailed service is not practicable, service of notice also shall be deemed effective upon notification through a one-time public notice published in a newspaper of general circulation within the City and by posting a duplicate notice on the property for a period of thirty (30) days. Nothing

herein shall preclude the City from giving additional verbal or written notice at its discretion.

5. Notice pursuant to Subsection 9-1-8.1(A) shall occur prior to commencement of other enforcement proceedings, including civil or criminal proceedings. Abatement will not preclude also seeking civil or criminal enforcement actions.
6. Statement of account. When the City has undertaken action to abate the nuisance, the City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, or other authorized official, shall prepare a verified statement of the actual costs of abatement, including an administration charge of five (5) percent and serve said statement in accordance with the procedures as set forth within this chapter.
7. Recording of violation and/or lien of assessment. The Notice to Abate and statement of account and any assessment lien recorded by the City shall run with the land. The City, at its sole discretion, may record a Notice and Order to Abate or a statement of account with the Coconino County Recorder and thereby cause compliance by an entity thereafter acquiring such property. When the property is brought into compliance, a Satisfaction of Notice to Abate shall be recorded with the Coconino County Recorder. When an assessment lien is paid off, a satisfaction of the lien shall be recorded.

B. Court Ordered Abatement.

1. In addition to any other abatement procedure provided in this chapter, in accordance with A.R.S. Section 9-500.21 the City Manager or designee, or the City Attorney's office, may apply to the Municipal Court for an order permitting the City to abate any condition that constitutes a violation of this Public Nuisance Code.
2. After notice to the owner and any responsible party, the Judge or court hearing officer shall conduct a hearing. The hearing shall be informal and open to the public. Evidence may be taken from any interested party and considered in determining whether a condition in violation of the public nuisance ordinance exists and what, if any, abatement action should be permitted. Any person who fails to appear after notice of the hearing may be deemed to have waived any right to introduce evidence. The court's determination shall be based on the preponderance of evidence.
3. If the City seeks court-ordered abatement as a remedy in addition to any sanction, penalty, incarceration, restitution, or fine, it shall assess the abatement costs as set forth in this chapter and/or those established in the judgment and sentence.

The court may allow an appropriate time for compliance and abatement by the responsible party, but compliance will not preclude the City from requesting criminal penalties depending on how the violators were charged. Failure by the defendant or responsible party to comply with abatement will result in the filing of an assessment lien on the property, as described in A.R.S. Section 9-499 (as amended), and may also subject the party to additional criminal citations for interference with judicial proceedings under A.R.S. Section 13-2810 (as amended).

4. Appeal of Court Decision. Any party may appeal the judgment of the court to the Superior Court. Appeals from civil proceedings shall be in accordance with the Superior Court Rule of Appellate Procedure. Civil Execution of any judgment shall be stayed pending appeal.

Subsection 9-1-8.3 Civil and Criminal Enforcement

- A. Authority to issue Civil and Criminal Citations. The City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, any peace officer and any other city official authorized by the City Manager may issue a citation pursuant to this article.
- B. Civil or criminal enforcement in the Page Magistrate Court may be commenced by the issuance and filing with the court a Uniform Arizona Traffic Ticket Complaint form.
- C. Long form complaint. Any prosecutor, City ~~Community Resource Officer~~ COMMUNITY ENHANCEMENT TECHNICIAN, peace officer and any other city official authorized by the City Manager may file a long form complaint with the Page Magistrate Court in accordance with the Arizona Rules of Criminal Procedure.

Section 6: That Chapter 9 Article 9-2 GARBAGE TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS Collection, of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

9-2-1 Exclusive Right

9-2-2 Contract with Private Company- Fixing of Service and Rates 9-2-3 Use of Containers

9-2-4 RESIDENTIAL TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION

9-2-5 MANUFACTURED HOUSING/RV PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION

9-2-6 COMMERCIAL, PUBLIC/SEMI-PUBLIC, BUSINESS PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION

Section 7: That Chapter 9 Article 9-2 GARBAGE TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS Collection, Section 9-2-2 Contract with Private Company-Fixing of Services and Rates of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

- A. If the City Council elects to contract with a private company to provide municipal trash, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS collection services to the residents of the City, then the method and frequency of ~~trash-SUCH~~ collection, and the rates for ~~trash-SUCH~~ collection and disposal shall be fixed by the City Council in a written contract with the private company providing the service. The terms of any such contract or amendments thereto, as may from time to time be adopted and approved by the City Council, are expressly incorporated by reference into this chapter and made a part hereof as though fully set forth herein.
- B. All contracts and amendments thereto which may be entered into by the City Council to provide municipal trash, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS disposal and collection services to the City and its residents are established and declared to be a public record, and each contract which may be approved by the City Council shall be maintained in the office of the City Clerk for public inspection and review during normal business hours of that office.
- C. In the event the services, schedules, or procedures for garbage collection as provided for in the City of Page Agreement for Garbage Collection is amended or altered, the City Manager shall be responsible for taking reasonable steps to notify the community of such changes prior to their implementation.

Section 8: That Chapter 9 Article 9-2 GARBAGE TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS Collection, SECTION 9-2-4 RESIDENTIAL TRASH, RUBBISH OR GARBAGE, AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

- A. STORAGE OF CONTAINERS. EXCEPT FOR MULTI-FAMILY DWELLINGS, ALL TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION

CONTAINERS SHALL BE STORED NO CLOSER TO THE STREET THAN THE FRONT BUILDING LINE OF THE PRINCIPAL DWELLING.

- B. CONTAINER MUST CLOSE. EXCEPT FOR MULTI-FAMILY DWELLINGS, ALL TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION CONTAINERS MUST REMAIN CLOSED, WITH A TIGHT FITTING LID AT ALL TIMES. THERE SHALL BE NO CONTENTS OF ANY TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION CONTAINER VISIBLE DUE TO AN OPEN OR UNSECURED LID. NO TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS SHALL BE PLACED OR STORED OUTSIDE OF AN APPROVED CONTAINER.
- C. CONTAINER LOCATION FOR CURB-SIDE PICKUP. EXCEPT FOR MULTI-FAMILY DWELLINGS, TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION CONTAINERS WAITING TO BE PICKED UP BY CURB-SIDE SERVICE SHALL BE PLACED IMMEDIATELY ADJACENT TO THE STREET SIDE OF THE CURB.
- D. CONTAINER CURB-SIDE PICKUP LOCATION TIMEFRAME. EXCEPT FOR MULTI-FAMILY DWELLINGS, TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION CONTAINERS SHALL BE SET OUT AFTER 6:00 P.M. ON THE DAY PRECEDING REGULAR COLLECTION AND SHALL BE REMOVED FROM THE CURB BY 6:00 P.M. ON THE DAY OF COLLECTION. ALL OTHER TIMES ALL TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION CONTAINERS MUST BE STORED AS REQUIRED IN SECTION 9-2-4 A. ABOVE.
- E. TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION AREAS FOR MULTI-FAMILY DWELLINGS.

 - 1. TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION AREAS WHICH GENERATE NOISE AND/OR ODORS SHALL NOT BE LOCATED IN FRONT OF A PRINCIPAL RESIDENTIAL BUILDING.
 - 2. GARBAGE AND RECYCLING CONTAINERS MUST BE FULLY ENCLOSED VIA A SOLID 6 FOOT WALL OR FENCE AND VIEW OBSTRUCTING GATE AND LOCATED ON A CONCRETE SURFACE. THE ENCLOSURE SHALL BE SOFTENED WITH

LANDSCAPING ON ANY SIDE VISIBLE FROM A PUBLIC OR PRIVATE STREET. THE ENCLOSURE SHALL BE LOCATED INSIDE PARKING COURTS OR AT THE END OF PARKING BAYS. LOCATIONS SHALL BE CONVENIENTLY ACCESSIBLE FOR COLLECTION AND MAINTENANCE AND SHALL NOT BLOCK ACCESS DRIVES DURING COLLECTION OPERATIONS.

Section 9: That Chapter 9 Article 9-2 GARBAGE TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS Collection, Section 9-2-5 MANUFACTURED HOUSING/RV PARK TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

ALL TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS ~~IN COMMON~~ STORAGE AND COLLECTION AREAS SHALL BE COMPLETELY ENCLOSED VIA A SOLID 6 FOOT WALL OR FENCE AND VIEW OBSTRUCTING GATE AND LOCATED ON A CONCRETE SURFACE. REFUSE COLLECTION AREAS SHALL BE READILY ACCESSIBLE TO COLLECTION VEHICLES, WITHOUT SUBSTANTIALLY ENCUMBERING ADJACENT PARKING AND VEHICULAR ACCESS. IF THE REFUSE COLLECTION AREA CAN BE SEEN FROM THE EXTERIOR OF THE PARK, THE ENCLOSURE SHALL BE SOFTENED WITH LANDSCAPING ON ITS MOST VISIBLE SIDES.

Section 10: That Chapter 9 Article 9-2 GARBAGE TRASH, RUBBISH OR GARBAGE AND RECYCLABLE AND/OR HAZARDOUS MATERIALS Collection, Section 9-2-6 COMMERCIAL, PUBLIC/SEMI-PUBLIC, BUSINESS PARK GARBAGE AND RECYCLING of the Code of the City of Page, Arizona is hereby adopted as set forth as follows:

ALL TRASH, RUBBISH OR GARBAGE, INCLUDING RECYCLABLE AND/OR HAZARDOUS MATERIALS COLLECTION STORAGE AND COLLECTION AREAS SHALL BE COMPLETELY ENCLOSED VIA A SOLID 6 FOOT WALL OR FENCE AND VIEW OBSTRUCTING GATE AND LOCATED ON A CONCRETE SURFACE. REFUSE COLLECTION AREAS SHALL BE READILY ACCESSIBLE TO COLLECTION VEHICLES, WITHOUT SUBSTANTIALLY ENCUMBERING ADJACENT PARKING AND VEHICULAR ACCESS. IF THE REFUSE COLLECTION AREA CAN BE SEEN FROM THE FRONT OF THE PROPERTY THE ENCLOSURE SHALL BE SOFTENED WITH LANDSCAPING ON ITS MOST VISIBLE SIDES.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this _____ day of _____,

Ordinance No. 628-16
Page 14

2016, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Request for City Council Action

Title:	Ordinance 629-16 Amending Chapter 10 Offenses		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other-Departments	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
Originating Department:	Community Development	Supporting Documents:	Ordinance No. 629-16
Prepared By:	Community Development Director	Presented By:	Community Development Director
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to Introduce Ordinance No. 629-16 by Title Only for Second Reading Motion to Adopt Ordinance No. 629-16		

BACKGROUND:

One of the 2016/17 City Council Strategic Priorities for Community Development is to “protect Neighborhoods from blighting and deteriorating conditions that have a negative impact on area property values; and encourage residents and business owner’s efforts to maintain the physical environment through standards set in local ordinances.” In response, City Staff has reviewed existing Offences ordinances and made recommendations to delete language related to abandoned refrigerators and electric fences, both of which are covered in Chapter 9.

Attached is Ordinance No. 629-16, amending Chapter 10, Offenses.

STAFF RECOMMENDATION:

I move to introduce Ordinance No. 629-16 by title only for its second reading.

I move to adopt Ordinance No. 629-16.

ORDINANCE NO. 629-16

10-1-1 AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA REPEALING CHAPTER 10, ARTICLE 10-1 SECTIONS 10-1-1 ABANDONED REFRIGERATORS AND 10-1-8 FENCES, ELECTRIC, OF THE CODE OF THE CITY OF PAGE, ARIZONA AND RENUMBERING ACCORDINGLY.

WHEREAS, the Mayor and Common Council have established a code enforcement program in the Community Development Department; and

WHEREAS, the Mayor and Common Council have determined that a some of ordinances dealing with Offenses are unnecessary in need of being amended to address existing code enforcement issues in the community; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1: That Chapter 10 Article 10-1 OFFENSES, Section 10-1-1 Abandoned Refrigerators of the Code of the City of Page, Arizona is hereby repealed.

Section 2: That Chapter 10 Article 10-1 OFFENSES, Section 10-1-8 fences, Electric of the Code of the City of Page, Arizona is hereby repealed.

Section 3: That Chapter 10 Article 10-1 OFFENSES, is hereby adopted as set forth as follows:

- ~~10-1-1~~ Abandoned Refrigerators
- 10-1-~~21~~ Dangerous Constructions
- 10-1-~~32~~ Damage to Property
- 10-1-~~43~~ Deposits of Injurious Material on Thoroughfares
- 10-1-~~54~~ Excavations to be Covered
- 10-1-~~65~~ Explosives
- 10-1-~~76~~ False or Misleading Reports to Police
- ~~10-1-8~~ Fences; Electric
- 10-1-~~97~~ Furnishing Weapons and Other Articles to Prisoners
- 10-1-~~108~~ Littering
- 10-1-~~149~~ Minors
- 10-1-~~1210~~ Noise
- 10-1-~~1311~~ Obstruction of Streets
- 10-1-~~1412~~ Obstruction of View
- 10-1-~~1513~~ Offensive Business
- 10-1-~~1614~~ Offensive Premises
- 10-1-~~1715~~ Prostitution
- 10-1-~~1816~~ Searchlights
- 10-1-~~1917~~ Signs and Banners
- 10-1-~~2018~~ Spitting
- 10-1-~~2119~~ Water Flow Upon Streets
- 10-1-~~2220~~ Weapons

Ordinance No. 628-16
Page 2

- 10-1-23~~21~~General Offense
- 10-1-24~~22~~Public Consumption or Display of Medical Marijuana
- 10-1-25~~23~~Body Piercing; Misrepresentation of Age
- 10-1-26~~24~~Aggressive Solicitation

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this _____ day of _____, 2016, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**PRESENTATION BY COLORADO PLATEAU WATER
ADVISORY COUNCIL**

**PRESENT "CERTIFICATE OF ACHIEVEMENT FOR
EXCELLENCE IN FINANCIAL REPORTING" AWARD**



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE

16 JUN -6 PM 4:03

June 1, 2016

The Honorable William Diak
Mayor
City of Page
PO Box 1180
Page AZ 86040-1180

Dear Mayor Diak:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management

An award for the Certificate of Achievement has been mailed to:

Linda L. Watson
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Request for City Council Action

Title:	Resolution 1163-16, adopting the Preliminary Budget & Setting Public Hearing date for FY 2016/2017 Budget for July 13, 2016		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Manager	Supporting Documents:	Resolution 1163-16 / Schedule A
Prepared By:	Kim Larson	Presented By:	
Reviewed By:	City Manager	Approved By:	
Proposed Action:	Move to introduce Resolution 1163-16 by title only Move to adopt Resolution 1163-16 Move to set a Public Hearing date for Fiscal Year 2016-2017 Budget for July 13, 2016		

BACKGROUND:

Arizona State Law requires that on or before the third Monday in July of each fiscal year, the City Council must adopt a preliminary budget. Once the preliminary budget has been adopted, the expenditures may not be increased upon final adoption, however, they may be decreased. With the adoption of the preliminary budget, the City Council has set its maximum "limits" of expenditures, but these limits may be reduced upon final adoption. Upon adoption of the preliminary budget a public hearing must be set.

Once the preliminary budget has been adopted, Schedule A must be published once a week for at least two consecutive weeks following the adoption. The preliminary budget must be fully itemized in conformance with forms supplied by the Auditor General and entered upon the City Council meeting minutes.

BUDGET IMPACT: None

STAFF RECOMMENDATION:

I move to introduce Resolution 1163-16 by title only

I move to adopt Resolution 1163-16

I move to set a Public Hearing date for the Fiscal Year 2016-2017 Budget for July 13, 2016.

RESOLUTION NO. 1163-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, TENTATIVELY ADOPTING THE ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2016-2017.

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council is required to tentatively adopt estimated revenues and expenditures ("Preliminary Budget") for the City of Page, on or before the third Monday of July, 2016; and

WHEREAS, in accordance with said chapter of said title, the City Council has made an estimate of the different amounts as required and further the City Council has determined that no amount is necessary to be raised by taxation upon real and personal property within the City of Page; and

WHEREAS, certain projects and programs overlap budget years, and the Finance Director is directed to adjust budgets between years to reflect the overlap as verified by the external City Auditors; and

WHEREAS, the enterprise funds use depreciation expense rather than principle for budget purposes and the Finance Director is directed to make adjustments to reflect budgets on a non-cash basis as verified by the external City Auditors.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of Page, Arizona, that said estimates as shown on attached Schedules A-G, and by reference made a part hereof, are hereby tentatively adopted as the Preliminary Budget of the City of Page for the fiscal year 2016-2017.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this _____ day of _____, 2016, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

Resolution No. 1163-16
Page 2

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Page
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	10,425,469	1,289,072	1,391,250	2,793,901	49,000	14,839,453	0	30,788,145
2016	Actual Expenditures/Expenses**	E	8,682,777	1,354,141	1,390,351	1,881,853	34,710	12,250,543	0	25,594,375
2017	Fund Balance/Net Position at July 1***		10,763,599	1,505,284	2,562,694	423,854	757,426	24,057,460	0	40,070,317
2017	Primary Property Tax Levy	B								0
2017	Secondary Property Tax Levy	B								0
2017	Estimated Revenues Other than Property Taxes	C	13,517,196	1,882,282	116,500	341,000	84,600	12,665,768	0	28,607,346
2017	Other Financing Sources	D	0	0	0	0	0	0	0	0
2017	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017	Interfund Transfers In	D	25,000	563,500	3,723,333	3,123,169	0	0	0	7,435,002
2017	Interfund Transfers (Out)	D	5,571,808	1,493,538	0	0	28,000	341,656	0	7,435,002
2017	Reduction for Amounts Not Available:									
	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2017	Total Financial Resources Available		18,733,987	2,457,528	6,402,527	3,888,023	814,026	36,381,572	0	68,677,663
2017	Budgeted Expenditures/Expenses	E	10,744,565	1,606,683	1,386,250	3,210,169	34,300	14,408,683	0	31,390,650

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2016	2017
1. Budgeted expenditures/expenses	\$ 30,788,145	\$ 31,390,650
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	30,788,145	31,390,650
4. Less: estimated exclusions	6,946,779	6,002,812
5. Amount subject to the expenditure limitation	\$ 23,841,366	\$ 25,387,838
6. EEC expenditure limitation	\$ 32,089,071	\$ 32,898,992

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**City of Page
Revenues Other Than Property Taxes
Fiscal Year 2017**

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 8,000,000	\$ 10,754,545	\$ 9,000,000
Licenses and permits			
Franchise Fees	272,000	248,695	272,000
License & Permits	156,250	224,660	175,250
Intergovernmental			
State Sales Tax	692,328	691,444	705,353
Vehicle License Tax	324,489	323,450	332,868
State Shared Revenue	872,538	872,538	916,805
Miscellaneous County Revenue	521,500	512,735	359,500
Charges for services			
City Services	261,420	151,874	180,500
Property Leases	58,500	72,020	62,500
Rescue Services	677,000	809,740	752,500
Fines and forfeits			
Court Fines	323,000	274,345	278,000
Library Services	25,000	26,170	26,920
Interest on investments			
Interest	5,000	50,730	25,000
Miscellaneous			
Miscellaneous Revenue	25,000	24,646	25,000
Land Sales	406,500	152,958	405,000
Total General Fund	\$ 12,620,525	\$ 15,190,550	\$ 13,517,196
SPECIAL REVENUE FUNDS			
Highway User	\$ 777,199	\$ 811,470	\$ 796,682
Substance Abuse	7,000	4,900	7,000
Miscellaneous Grants	292,500	64,655	526,965
Miscellaneous Donations	25,300	3,700	23,300
JCEF Fund	7,035	5,150	7,035
Airport	526,900	543,400	521,300
Total Special Revenue Funds	\$ 1,635,934	\$ 1,433,275	1,882,282

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City of Page
Revenues Other Than Property Taxes
Fiscal Year 2017**

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
DEBT SERVICE FUNDS			
Debt Service	\$ 110,050	\$ 115,545	\$ 116,500
Total Debt Service Funds	\$ 110,050	\$ 115,545	\$ 116,500
CAPITAL PROJECTS FUNDS			
Airport Improvements	\$ 1,168,800	\$ 640,000	\$ 266,000
CDBG			75,000
Total Capital Projects Funds	\$ 1,168,800	\$ 640,000	\$ 341,000
PERMANENT FUNDS			
Fire Pension	\$ 54,600	\$ 18,746	\$ 54,600
Cemetery	30,000	31,000	30,000
Total Permanent Funds	\$ 84,600	49,746	84,600
ENTERPRISE FUNDS			
Electric	\$ 8,827,365	\$ 9,203,334	\$ 8,554,365
Water	1,943,400	1,817,557	1,943,400
Sewer	1,343,500	1,348,548	1,441,500
Refuse	714,964	732,801	726,503
Total Enterprise Funds	\$ 12,829,229	\$ 13,102,240	\$ 12,665,768
TOTAL ALL FUNDS	\$ 28,449,138	30,531,356	28,607,346

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PAGE, ARIZONA
Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
General Fund:	\$	\$	\$ 25,000	\$ 5,166,808
\$25,000 - from Miscellaneous Grants				
\$3,186,677 - to Debt Service				
\$550,000 - to Community Development				
\$1,416,631 - to Capital Projects Fund				
\$13,500 - to Miscellaneous Grant Fund				
Land Fund:				405,000
\$405,000 - to Capital Projects Fund				
Total General Fund	\$	\$	\$ 25,000	\$ 5,571,808
SPECIAL REVENUE FUNDS				
Airport Fund:	\$	\$	\$ 563,500	\$ 1,493,538
\$195,000 - to Debt Service Fund				
\$19,000 - to Capital Fund-Grant Match				
Community Development:				
\$550,000 - from General Fund				
\$412,538 - to Capital Projects Fund				
Highway User Revenue Fund:				
\$842,000 - to Capital Projects Fund				
Miscellaneous Grant Fund:				
\$13,500 - from General Fund				
\$25,000 - to General Fund				
Total Special Revenue Funds	\$	\$	\$ 563,500	\$ 1,493,538
DEBT SERVICE FUND				
Debt Service Fund:				
\$3,186,677 - from General Fund	\$	\$	\$ 3,723,333	
\$197,656 - from Sewer Fund				
\$144,000 - from Refuse Fund				
\$195,000 - from Airport Fund				
Total Debt Service Funds	\$	\$	\$ 3,723,333	
CAPITAL PROJECTS FUNDS				
Capital Projects Fund:	\$	\$	\$ 3,123,169	
\$842,000 - from HURF				
\$28,000 - from Cemetery				
\$19,000 - from Airport				
\$412,538 - from Community Development				
\$405,000 - from Land Fund				
\$1,416,631 - from General Fund				
Total Capital Projects Funds	\$	\$	\$ 3,123,169	
PERMANENT FUNDS				
Perpetual Care Fund:	\$	\$		\$ 28,000
\$28,000 - to Capital Projects Fund				
Total Permanent Funds	\$	\$		\$ 28,000
ENTERPRISE FUNDS				
Refuse Fund:	\$	\$		\$ 341,656
\$144,000 - to Debt Service Fund				
Sewer Fund:				
\$197,656 - to Debt Service Fund				
Total Enterprise Funds	\$	\$		\$ 341,656
TOTAL ALL FUNDS	\$	\$	\$ 7,435,002	\$ 7,435,002

**City of Page
Expenditures/Expenses by Fund
Fiscal Year 2017**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
General Government	\$ 3,459,038	\$	\$ 2,768,207	\$ 3,696,316
City Council	77,303		70,354	84,117
City Services	834,516		706,380	850,171
Fire Department	1,778,541		1,635,649	1,815,078
Golf Course	40,600		30,044	32,000
Police Department	2,874,019		2,350,741	2,828,707
Public Works	1,361,452		1,121,402	1,438,176
Total General Fund	\$ 10,425,469	\$	\$ 8,682,777	\$ 10,744,565
SPECIAL REVENUE FUNDS				
Airport	198,612	\$	169,766	\$ 191,497
Community Development	469,395		476,094	583,777
Grants/Donations	361,665		83,924	586,665
Highway User Revenue	\$ 204,400		592,995	205,400
JCEF	30,000		8,062	30,000
Substance Abuse	25,000		23,300	9,344
Total Special Revenue Funds	\$ 1,289,072	\$	\$ 1,354,141	\$ 1,606,683
DEBT SERVICE FUNDS				
Debt Service	\$ 1,391,250	\$	\$ 1,390,351	\$ 1,386,250
Total Debt Service Funds	\$ 1,391,250	\$	\$ 1,390,351	\$ 1,386,250
CAPITAL PROJECTS FUNDS				
Capital Projects/Equipment	\$ 2,793,901	\$	\$ 1,881,853	\$ 3,210,169
Total Capital Projects Funds	\$ 2,793,901	\$	\$ 1,881,853	\$ 3,210,169
PERMANENT FUNDS				
Cemetery	26,300	\$	\$ 24,475	\$ 11,300
Fire Pension	\$ 22,700		10,235	23,000
Total Permanent Funds	\$ 49,000	\$	\$ 34,710	\$ 34,300
ENTERPRISE FUNDS				
Electric/Water/Sewer/Refuse	\$ 14,839,453	\$	\$ 12,250,543	\$ 14,408,683
Total Enterprise Funds	\$ 14,839,453	\$	\$ 12,250,543	\$ 14,408,683
TOTAL ALL FUNDS	\$ 30,788,145	\$	\$ 25,594,375	\$ 31,390,650

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Page
Expenditures/Expenses by Department
Fiscal Year 2017**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
City Administration	\$ 223,180	\$	224,134	\$ 230,091
City Attorney	177,329		223,248	193,923
City Clerk	154,437		174,994	183,374
City Council	77,303		70,354	84,117
Community Dev-Bldg & Code Comp	151,656		80,164	163,242
Community Dev-Planning & Zoning	112,411		75,823	138,700
Community Services Admin.	87,371		88,728	94,642
Community Services-Comm Ctr	89,209		73,226	79,187
Community Services-Library	450,156		388,937	474,741
Community Services-Recreation	207,778		155,489	201,601
Finance	363,195		345,743	364,837
Fire Department	1,778,542		1,635,649	1,815,078
General Services	1,011,900		630,910	1,016,902
Golf Course Maintenance	40,600		30,044	32,000
Human Resource/Risk Mgt	575,458		512,691	707,337
Information Technology	304,761		187,083	329,824
Magistrate	384,711		313,417	368,086
Police Dept. Administration	240,358		88,230	264,457
Police Dept.-Communications	452,666	(1,800)	393,950	455,686
Police Dept.-Investigations	307,267		292,335	314,190
Police Dept.-Patrol	1,873,730	1,800	1,576,226	1,794,374
Public Works Administration	507,197		350,222	509,581
Public Works-Building Maint.	255,078		242,412	265,890
Public Works-Central Garage	310,050		233,486	320,159
Public Works-Park Maintenance	289,128		295,282	342,546
Department Total	\$ 10,425,469	\$	\$ 8,682,777	\$ 10,744,565
HIGHWAY USER REVENUE FUND				
Highway User Revenue	\$ 204,400	\$	592,995	205,400
Department Total	\$ 204,400	\$	\$ 592,995	\$ 205,400
SUBSTANCE ABUSE FUND				
Substance Abuse	\$ 25,000	\$	23,300	9,344
Department Total	\$ 25,000	\$	\$ 23,300	\$ 9,344
DEBT SERVICE FUND				
Debt Service	\$ 1,391,250	\$	1,390,351	1,386,250
Department Total	\$ 1,391,250	\$	\$ 1,390,351	\$ 1,386,250
MISCELLANEOUS GRANTS				
Miscellaneous Grants	\$ 308,865	\$	71,330	526,965
Department Total	\$ 308,865	\$	\$ 71,330	\$ 526,965

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Page
Expenditures/Expenses by Department
Fiscal Year 2017**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
JCEF FUND				
JCEF Expenses	\$ 30,000	\$	\$ 8,062	30,000
Department Total	\$ 30,000	\$	\$ 8,062	\$ 30,000
DONATION FUND				
Donation Account Expenses	\$ 52,800	\$	\$ 12,594	59,700
Department Total	\$ 52,800	\$	\$ 12,594	\$ 59,700
CAPITAL PROJECTS FUND				
Federal Grants	\$ 1,198,800	\$	1,119,914	280,000
Capital Projects/Equipment	1,595,101		761,939	2,930,169
Department Total	\$ 2,793,901	\$	\$ 1,881,853	\$ 3,210,169
COMMUNITY DEVELOPMENT FUND				
Community Development	\$ 469,395	\$	\$ 476,094	583,777
Department Total	\$ 469,395	\$	\$ 476,094	\$ 583,777
AIRPORT FUND				
Airport	198,612	\$	\$ 169,766	191,497
Department Total	\$ 198,612	\$	\$ 169,766	\$ 191,497
CEMETERY FUND				
Cemetery	\$ 26,300	\$	\$ 24,475	11,300
Department Total	\$ 26,300	\$	\$ 24,475	\$ 11,300
FIRE PENSION FUND				
Volunteer Fire Pension	\$ 22,700	\$	\$ 10,235	23,000
Department Total	\$ 22,700	\$	\$ 10,235	\$ 23,000
PAGE ELECTRIC UTILITY FUND				
Electric	10,908,859	\$	\$ 8,801,204	10,451,500
Department Total	\$ 10,908,859	\$	\$ 8,801,204	\$ 10,451,500
PAGE WATER UTILITY FUND				
Water	\$ 1,807,862	\$	\$ 1,579,628	1,840,062
Department Total	\$ 1,807,862	\$	\$ 1,579,628	\$ 1,840,062

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Page
Expenditures/Expenses by Department
Fiscal Year 2017**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
PAGE SEWER UTILITY FUND				
Sewer	\$ 1,480,206	\$ _____	\$ 1,228,513	1,463,406
Department Total	\$ 1,480,206	\$ _____	\$ 1,228,513	\$ 1,463,406
PAGE REFUSE UTILITY FUND				
Refuse	\$ 642,526	\$ _____	\$ 641,198	653,715
Department Total	\$ 642,526	\$ _____	\$ 641,198	\$ 653,715

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Page
Full-Time Employees and Personnel Compensation
Fiscal Year 2017**

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND	99	\$ 5,054,255	\$ 830,212	\$ 908,705	\$ 590,382	\$ 7,383,554
SPECIAL REVENUE FUNDS						
Community Development	2	\$ 147,500	\$ 16,933	\$ 22,520	\$ 12,164	\$ 199,117
Airport	1	45,334	4,967	6,110	5,486	61,897
Total Special Revenue Funds	3	\$ 192,834	\$ 21,900	\$ 28,630	\$ 17,650	\$ 261,014
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
Electric	19	\$ 1,305,000	\$ 150,000	\$ 189,000	\$ 151,000	\$ 1,795,000
Water	9	371,017	42,555	92,000	44,890	550,462
Sewer	10	414,731	47,570	92,000	42,005	596,306
Total Enterprise Funds	38	\$ 2,090,748	\$ 240,125	\$ 373,000	\$ 237,895	\$ 2,941,768
INTERNAL SERVICE FUND						
		\$	\$	\$	\$	\$
Total Internal Service Fund		\$	\$	\$	\$	\$
TOTAL ALL FUNDS	140	\$ 7,337,837	\$ 1,092,237	\$ 1,310,335	\$ 845,927	\$ 10,586,336



Request for City Council Action

Title:	Budget Transfer from Capital Projects Fund to General Fund		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Finance Department	Supporting Documents:	None
Prepared By:	Linda Watson	Presented By:	Crystal Prentice
Reviewed By:	Crystal Prentice	Approved By:	Crystal Prentice
Proposed Action:	Direct to staff to move budget from the Capital Projects Fund to the General Fund, Park Maintenance Department		

BACKGROUND: As you are aware, the City of Page maintains five different parks and associated park equipment within the City of Page. Those parks are John C Powell Memorial Park, Golliard Park, Children’s Park, Vermillion Park and the Sports Complex Annex Park.

During the current FY 2015-2016, it was brought to our attention that \$30,000 in funding was included in the Capital Projects Fund budget under Public Works (40.480.4805) when it should have been budgeted in the General Fund-Public Works Parks & Playground Maintenance budget (10.462.2650). The intended budget of \$30,000 was designed to take care of general park maintenance and not major capital purchases. Currently, this fiscal year, we have replaced benches, picnic tables, swing set seats, BBQ grills, and sand for the playgrounds. We have also paid contract laborers to pour the concrete pads for the picnic tables and completed some tree and water maintenance issues that were in the park. These items were all appropriately charged to the General Fund-Parks & Playground Maintenance budget and were not considered to be capital improvements due to their individual dollar threshold.

We are asking for Council approval to move budgeted funds from the Capital Projects Fund 40 to the General Fund 10 Budget so that this department can correctly allocate this budget for fiscal year 2016 as compared to their expenses.

BUDGET IMPACT: Decrease Capital Projects Fund budget amount by \$30,000 and increase the General Fund budget amount by the same. Zero net increase overall.

RECOMMENDED MOTION:

- Move to authorize staff to prepare a budget transfer from the Capital Projects Fund to the General Fund Park Maintenance budget in the amount of \$30,000.



Request for City Council Action

Title:	Intergovernmental Agreement for provision of services by the Coconino County Elections Department		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk's Department	Supporting Documents:	Intergovernmental Agreement with Coconino County Elections Department
Prepared By:	City Clerk Kim Larson	Presented By:	Mayor Diak
Reviewed By:		Approved By:	
Proposed Action:	Motion to approve the Intergovernmental Agreement (IGA) for provisions of services by the Coconino County Elections Department for the August 30, 2016, Primary Election and the November 8, 2016, General Election		

BACKGROUND:

City Council approval is requested to enter into an IGA with the Coconino County Elections Department to conduct election services for the August 30, 2016, Primary Election and November 8, 2016, General Election.

STAFF RECOMMENDATION:

I move to approve the Intergovernmental Agreement for provisions of services by the Coconino County Elections Department for the August 30, 2016, Primary Election and the November 8, 2016 General Election.



**Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this 22nd day of June, 2016 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **CITY OF PAGE**, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

PRIMARY ELECTION

- Date of Primary Election:<08/30/2016>**
- Early Voting Begins:..... <08/03/2016>**
- Last Day to Register to Vote:..... < 08/01/2016>**
- Last Day to Request Early Ballot by Mail:..... < 08/19/2016>**
- Last Day to Vote Early:..... < 08/26/2016>**

GENERAL ELECTION

- Date of General Election:** <11/08/2016>
- Early Voting Begins:**..... <10/12/2016>
- Last Day to Register to Vote:**..... < 10/10/2016>
- Last Day to Request Early Ballot by Mail:**..... < 10/28/2016>
- Last Day to Vote Early:**..... < 11/04/2016>

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: Kim Larson, City Clerk
Address: P.O. Box 1180, Page, AZ 86040
Telephone: 928-645-4221
Fax: 928-645-4227
E-mail : Cityclerk@cityofpage.org
Cell Phone: _____

Legal Counsel: Joshua Smith
Address: P.O. Box 1180,
Page, AZ 86040
Telephone: 928-660-4256
Fax: 928-645-4227
E-mail: jsmith@cityofpage.org

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

3. BALLOTS

- A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places:
- B. JURISDICTION will provide CCED with final ballot language at least 90 days prior to election day.
- C. After 90 days prior to election day, JURISDICTION will pay \$100 per change to CCED for any changes or alterations to final ballot language.
- D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

4. POLL WORKERS

CCED will recruit, train, provide and pay Election Board Workers to conduct the polls on Election Day.

5. POLLING PLACES

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

6. REGISTERS AND ROSTERS

- A. CCED will provide precinct registers and signature rosters.
- B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and in some cases prohibited by law, subject to criminal prosecution.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place supplies.

8. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

\$2.00 per registered voter, except as provided below, plus:

- * Actual cost of Native American Outreach
- * Postage **ADVANCED** by entity to Vendor of CCED's choice if needed for mailing the information pamphlet.

2. Publish and/or post all legal notices required by statute.
3. Prepare, print and mail any required informational pamphlet.
4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

(Signature of Authorized Agent)

Patty Hansen
Coconino County Recorder

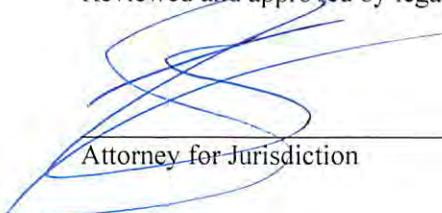
(Title of Authorized Agent)

Lena Fowler, Chairman
Board of Supervisors

ATTEST:

Wendy Escoffier
Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:



Attorney for Jurisdiction

Deputy County Attorney

Request for City Council Action

Title:	Addendum Three (3) between the City of Page and Coconino Community College		
Meeting Date:	6-22-16	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action: Motion	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Manager	Supporting Documents:	Attached
Prepared By:	Lona Shugart	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Approve Addendum Three (3)		

BACKGROUND: The City of Page entered into an Intergovernmental Agreement in September 2013 with Coconino Community College District for landscaping, parking lot maintenance, security and library assistance.

The agreement allows for renewals in one-year periods and this addendum is for July 1, 2016 through June 30, 2017.

BUDGET IMPACT: \$8,000.00 in Revenue.

SUGGESTED MOTION:

- I move to approve the Addendum Three (3) of Intergovernmental Agreement between the City of Page and Coconino Community College and authorize the City Manager to execute the Agreement.

ADDENDUM 3

**COCONINO COMMUNITY COLLEGE – CITY OF PAGE
INTERGOVERNMENTAL AGREEMENT
Effective July 1, 2016**

This Addendum to the INTERGOVERNMENTAL AGREEMENT (hereafter “Agreement”) is made and entered into by and between the City of Page hereinafter referred to as City and Coconino Community College District, hereafter referred to as College.

The original agreement contains an option to renew for successive one-year periods through a writing signed by both parties. By exercising this option for the third time, the parties now agree to extend the agreement for the period from July 01, 2016 through June 30, 2017.

All other terms and conditions of the original agreement remain unchanged and in full effect.

The undersigned have read the foregoing Addendum and as authorized signatories of their respective entities, hereby agree to be bound by it.

City of Page:

By _____
City Manager Date

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

By Colleen H. Smith _____
Its President Date 5-26-16

INTERGOVERNMENTAL AGREEMENT

Between
Coconino County Community College
and
City of Page

This Intergovernmental Agreement, dated as of ~~September~~ ^{September 25} 2013 (the "Agreement"), by and between the District Governing Board of Coconino County Community College District, an entity duly formed and existing under Title 15 of the Arizona Revised Statutes, with District offices at 2800 South Lone Tree Road, Flagstaff, Arizona (the "College"), and the City of Page, a municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("City").

RECITALS

- A. The College and the City's Public Library wish to collaborate on sharing certain common responsibilities, such as landscape and parking lot maintenance, and security.
- B. The College wishes to collaborate with the library to assist in providing books and services to support the needs of the College's students.
- C. The College and the City are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. 11-952.
- D. Attached hereto as Exhibit A is a map showing the Common Entrance Road, the City of Page Parking Lot Maintenance Area, the CCC Parking Lot Maintenance Area, the College Campus, the Common Area and the Public Library, as those terms are used in this IGA

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Mutual Obligations

1.1 GRAFFITI AND VANDALISM: In case of graffiti or vandalism to either the College or the Library, the police shall be promptly notified. After the police have completed their investigation, each party shall be responsible for cleaning and/or repairing their own building. Either party may assist the other and be reimbursed for actual expenses for their assistance.

1.2 PARKING LOT MAINTENANCE AND REPAIR: The College and City shall be responsible for their own parking lot with respect to each of the following: cleaning, maintenance, striping, re-surfacing. The costs for maintaining, striping, and re-surfacing the common entrance road shall be shared equally by the parties.

2. City's Obligations

2.1 LANDSCAPE MAINTENANCE: The City will provide or contract for all landscaping maintenance and irrigation systems. The College and City shall mutually agree upon the terms, conditions, technical provisions and level of service provided by the City or incorporated within a contract.

The City shall invoice the College on a calendar quarterly basis for water for irrigation if required by the College.

2.2 COMMON AREAS: The City will be responsible for cleaning and/or repairing the damage to the common areas. The City shall invoice the College, upon completion, for half of the costs for the cleaning, restoration and repair of the common areas.

2.3 PARKING LOT: The City shall be responsible for the City and College parking lot lighting poles and fixtures and shall pay the cost of electricity.

3. College's Obligations

3.1 REFERENCE LIBRARIAN SERVICES: The College shall pay the City the sum of \$6,000 per year at the end of the City's fiscal year to be applied towards the salary of the Reference Librarian to help support the services provided to the College's students.

3.2 BOOKS/REFERENCE MATERIALS: The College shall pay the sum of \$2,000 per year at the end of the City's fiscal year to purchase books/reference materials. The Library shall collaborate with the College in determining which books/reference materials to purchase. The books/reference materials shall become and remain the property of the City. The Library will maintain a reserve shelf for reference materials for the primary use of College faculty and students.

3.3 TECHNOLOGY: The College shall provide four computers and a standard printer for CCC student use at the library. In addition, the College shall provide three computers to the City for use by library patrons. The College shall be responsible for service and maintenance of the computers, one printer and for supplying toner cartridges.

3.4 SECURITY SERVICES: The College will provide a reasonable level of security services or contract security from a qualified firm, for both the College and the Library. Security services will be provided during college's regularly scheduled hours of operation.

The College or the Library may require security services outside of these agreed upon times; in which case the requesting party will pay 100% of all costs. The City and the College may retain off-duty police officers and sheriff deputies, certified in Arizona to provide security outside of regularly scheduled hours of service.

4. Financial Obligations

Whereas, the financial obligations from both parties for paragraphs 2.1 LANDSCAPE MAINTENANCE and 3.4 SECURITY SERVICES above are approximately equal in amounts; therefore, the parties have agreed that there shall be no invoicing between the parties for these services, except for Security that may be required outside this agreement and cleaning of graffiti and vandalism in common areas.

5. Effective Date and Term

This Agreement shall become effective July 1, 2013 through June 30, 2014 and by 30 days mutual written amendment, the Agreement may be renewed for supplemental periods of up to four (4) additional one (1) year periods.

6. Termination

6.1 Either party shall have the right to cancel this Agreement immediately upon written notice if the other party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from the party not in default.

6.2 This Agreement may be terminated by either party without cause upon Sixty (60) days' written notice, unless termination is governed by the provisions of section 6.1 of this Agreement.

7. Conflict of Interest

The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Section 38-511 of the Arizona Revised Statutes.

8. Notices.

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified or to such other address, notice of which is given in compliance with this section:

If to the City:

City Manager
City of Page
697 Vista Avenue
Page, Arizona 86040

If to the College:

President
Coconino Community College
2800 S. Lone Tree Road
Flagstaff, Arizona 86001

9. Indemnification.

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

10. Authority to Contract.

Each party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement.

11. Integration; Modification.

Each of the parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except as expressed herein, and that this Agreement constitutes that parties' entire agreement with respect to the subject matter contained herein. All prior or contemporaneous agreements and understandings, oral or written, with respect to the subject matter contained herein are hereby superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement executed by authorized representatives of both parties. Nothing in this Agreement shall in any way divest, modify, amend, alter, or in any manner affect the City's reversionary interest and rights reserved to it by the fee simple determinable with possibility of reverter as originally contained in the Intergovernmental Agreement Between Coconino County Community College District and City of Page, dated July 20, 1995 (specifically Section 1.a. (1) and (2) and Section 8.)

12. Waiver.

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

13. Severability.

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

14. Dispute Resolution.

In the event of a dispute between the parties to this Contract, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

15. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

16. Non Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City or the College to meet the City's or College's obligations under this Agreement, the party with an insufficient appropriation will notify the other party in writing of such occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the other party under this Agreement beyond these amounts appropriated and budgeted by the City or the College to fund the obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Page

**Coconino County Community College
District**



By: Bill Diak, Mayor



By: Dr. Leah L. Bornstein

Attest:

Attest:



City Clerk



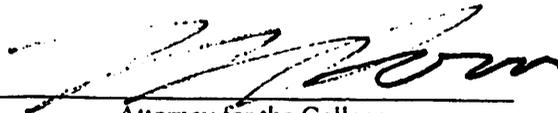
Board Recorder

Approved as to form:

Approved as to form:



City Attorney



Attorney for the College



Request for City Council Action

Title:	Electrical Easement; Courtyard Marriot		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	Electrical Easement
Prepared By:	Courtyard Marriot	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Acceptance of Electrical Easement		

BACKGROUND: Courtyard by Marriot intends to provide a charging station for electric vehicles on its premises. In order to do so, certain infrastructure must be installed across the Marriot property. Marriot has prepared an electrical easement granting the City access to its property for said infrastructure.

STAFF RECOMMENDATION:

- I move to authorize the Mayor to execute the acceptance of the Electrical Easement.

Marpalm of Florida, Inc.
d/b/a Courtyard by Marriott, Page Arizona

1000 Market Street, Building One Suite 300
Portsmouth NH 03801
(603) 559-2100

June 10, 2016

VIA FedEx

City of Page
City Attorney's Office
PO Box 1180
697 Vleta Avenue
Page, AZ 86040

RE: Electrical Easement to be signed/recorded

To the Page City Attorney:

Enclosed is the original Electrical Easement, signed and notarized for the Grantor (Marpalm of Florida, Inc.) with regard to the Utility Easement as described in Exhibits A and B attached to the Electrical Easement.

Please have executed the section on page 2 of the document "Acceptance of Dedication" on behalf of the City of Page (Mayor and City Recorder and City Attorney to sign).

Upon recording, please forward a completely signed and recorded copy of the Easement to our office here in Portsmouth, NH, address in letterhead above. If you have any questions or need anything else from our office to complete this matter, please contact us. Also please note, Richard C. Ade has been in correspondence with the Testa company with regard to this matter.

Sincerely,



Deana M. McLaughlin
Executive Assistant for Richard C. Ade

When Recorded Return To:

City of Page

City Attorney's Office

P.O. Box 1180

697 Vleta Avenue

Page, AZ 86040

Tax ID: R0037235

ELECTRICAL EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to Marpalm of Florida, Inc., herein referred to as Grantor, by the City of Page Arizona, an Arizona Municipal Corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, it's successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace electrical facilities, in and along real property owned by Grantor in Coconino County, State of Arizona, and the easement being more fully described as follows:

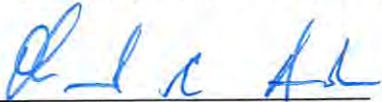
See Exhibit "A" and Exhibit "B"

TO HAVE AND TO HOLD such property to Grantee, the City of Page Arizona, forever for the uses and purposes normally associated with electrical facilities.

Grantee shall maintain the perpetual easement in good repair. Grantee does not agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built or placed in the easement. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise rights and the City is not responsible to repair, replace, maintain, indemnify, or reimburse Grantor for any damage or loss.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

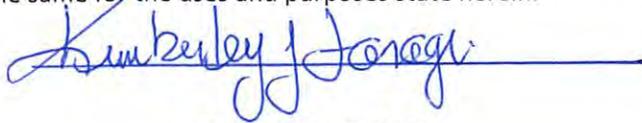
IN WITNESS WHEREOF, the Grantor has executed this instrument this 9th day of JUNE, 2016

Grantor: 

Richard C. Ade
Name, Title Executive Vice President

STATE OF New Hampshire
County of Rockingham

On the 9th day of JUNE, 2016, A.D., personally appeared before me
Richard C. Ade, who being me duly sworn, did say and acknowledge that he/she is the
Executive V.P. of Marpalm of Florida, Inc. (Grantor), and that he/she executed the
foregoing document he/she executed the same for the uses and purposes state herein.



KIMBERLEY J. FARAGI
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Feb. 22, 2017

ACCEPTANCE OF DEDICATION

The City of Page Arizona, an Arizona Municipal Corporation, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this ___ day of _____, 201_

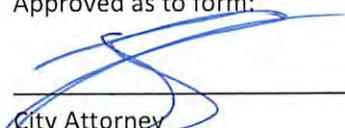
CITY OF PAGE ARIZONA

Mayor

ATTEST:

City Recorder

Approved as to form:



City Attorney

EXHIBIT A

June 6, 2016

Utility Easement

A portion of the Lot 1, Block 440, of the Replat of Lot 1, recorded January 12, 1994 in Case 5, Map 81 in the Records of Coconino County, Arizona, being more particularly described as follows:

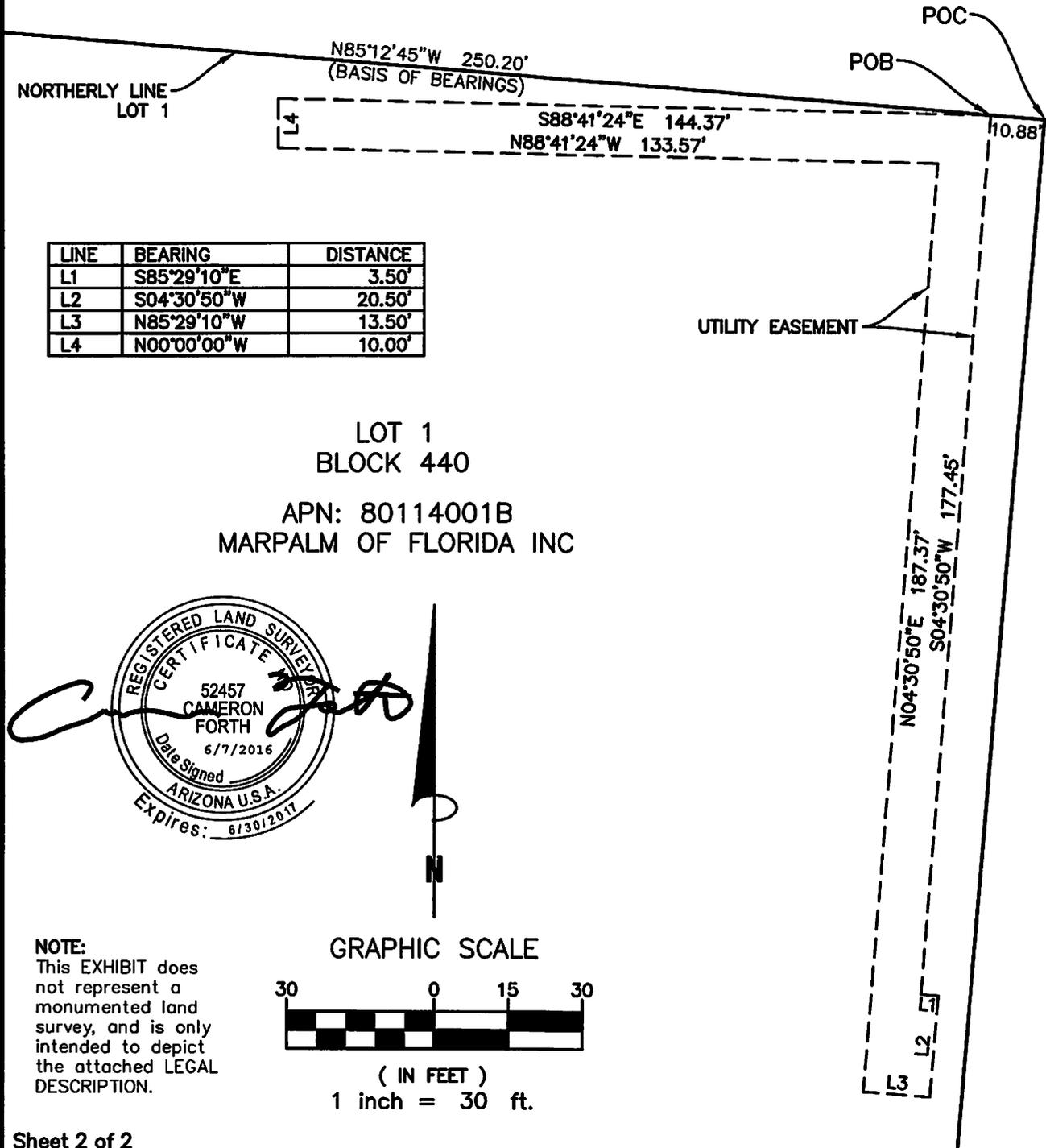
COMMENCING at the Northeast corner of said Lot 1; thence along the Northerly line of said Lot 1, N85°12'45"W (Bearings based on the northerly line of Lot 1, which bears N85°12'45"W), a distance of 10.88 feet to the **POINT OF BEGINNING**; thence leaving said Northerly line, S04°30'50"W, a distance of 177.45 feet; thence S85°29'10"E, a distance of 3.50 feet; thence S04°30'50"W, a distance of 20.50 feet; thence N85°29'10"W, a distance of 13.50 feet; thence N04°30'50"E, a distance of 187.37 feet; thence N88°41'24"W, a distance of 133.57 feet; thence N00°00'00"W, a distance of 10.00 feet; thence S88°41'24"E, a distance of 144.37 to the **POINT OF BEGINNING**.

Said parcel contains 3,388 S.F or 0.078 acres, more or less.

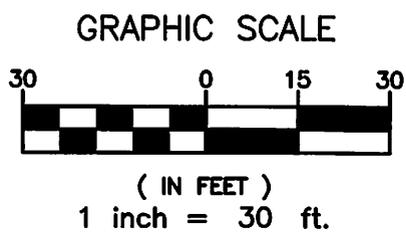


Cameron Forth
Arizona Registered Land Surveyor No. 52457
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT B UTILITY EASEMENT



LINE	BEARING	DISTANCE
L1	S85°29'10"E	3.50'
L2	S04°30'50"W	20.50'
L3	N85°29'10"W	13.50'
L4	N00°00'00"W	10.00'



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Sheet 2 of 2

Revisions			
No.	Description	Date	By

Project No:
160229



www.clarkls.com
177 S. Tiffany Dr., Unit 1 ● Pueblo West, CO 81007 ● 719.582.1270

Drawn: AMF Check: CEB Date: 6/6/2016



Request for City Council Action

Title:	License Agreement for Property Access; Phillips 66		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	License Agreement for Property Access
Prepared By:	Phillips 66	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Approval of License Agreement.		

BACKGROUND: Phillips 66 maintains a vapor monitoring well located on City property between City Hall and the neighboring car wash. Phillips 66 is requesting that the City sign a license agreement granting a 5 year license for Phillips 66 to access the well site for quarterly monitoring. Phillips 66 will indemnify the City for all claims arising from their use of the property but the City must notify Phillips 66 of any claims within 30 days of notice to the City.

The City previously executed a very similar license agreement with Conoco Phillips which was assigned to Phillips 66, but that agreement expired in May 2016.

STAFF RECOMMENDATION:

- I move to authorize the Mayor to execute the License Agreement with Phillips 66 permitting Phillips 66 to access its monitoring well.

Bonnie Morrow
Nationwide Right of Way
Real Estate Services



Phillips 66
1232 Park Street, Suite 300
Paso Robles, CA 93446
Phone: (805) 226-2647

June 1, 2016

Sent Via USPS Priority Mail

City of Page
P.O. Box 1180
Page, Arizona 86040

Attn: Joseph Estes, City Attorney

Re: **License Agreement for Property Access**
697 Vista Avenue, Page, Arizona (the "Property")
Coconino County Assessor's Parcel Number: 800-06-009A
AOC Site #: 1965 (Acquisition #: 0583)

Dear Mr. Estes:

As you may know, Phillips 66 Company ("P66") is performing an environmental assessment of the soil and groundwater in the area surrounding the Circle K Marketing Site #0583, located at 3 North Lake Powell Boulevard, Page, Arizona (the "Site"). The Arizona Department of Environmental Quality ("ADEQ") requires the assessment to determine if the area has been impacted by gasoline that may have originated from the Site.

In order to comply with the ADEQ's requirements, P66 is requesting permission to enter the Property for quarterly monitoring of the one (1) previously installed soil vapor monitoring well, "VB-1," as indicated on the site plan, "Exhibit A," which is attached to the enclosed License Agreement. The quarterly access will include monitoring, sampling, and/or maintenance, as needed, and will take place over a period of five (5) years. This work can be conducted at times that are convenient for you and P66 will make every effort to minimize disruptions to any business or other activities on the Property. P66 will remove or properly abandon the well and return the surface to its original gradient upon completion of its environmental assessment.

Please take a moment to review, then sign and date the two enclosed (*duplicate*) originals of the License Agreement. Please return both signed originals to me in the enclosed self-addressed, stamped envelope. Upon receipt, I will obtain the appropriate signature and return one original to you for your records. Please do not hesitate to contact me at (805) 226-2647, or by email at bonnie.morrow@contractor.p66.com, if you have any questions whatsoever regarding the scope of work to be performed or the contents of the agreement. Thank you for your assistance and prompt attention to this important environmental matter.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie Morrow".

Bonnie Morrow
Contracts Associate
PTS Staffing Solutions - Approved Service Provider for
Phillips 66 Company

Enclosures

cc: Sharon Evans, Program Manager, Phillips 66 Co., *via email*
Ric Morgan, ATC Group Services LLC, *via email*

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of June 27, 2016, by and between CITY OF PAGE ("Licensor") and PHILLIPS 66 COMPANY ("Licensee"); Licensor and Licensee, together, shall sometimes hereinafter be referred to as the "Parties."

RECITALS

A. Licensor is the legal and rightful owner of a certain parcel of real property located at 697 Vista Avenue, Page, Arizona, and further identified by the Coconino County Assessor as Parcel No. 800-06-009A (the "Property"), and in the vicinity of the Circle K Marketing Site #0583 located at 3 North Lake Powell Boulevard, Page, Arizona;

B. Licensee, in cooperation with the Arizona Department of Environmental Quality ("ADEQ"), now desires to enter the Property to continue its various environmental investigation and/or remediation activities, including, but not limited to continued quarterly monitoring, sampling, and maintenance of one (1) soil vapor monitoring well, "VB-1," previously installed at the approximate location as shown on the site plan labeled as Exhibit "A," attached hereto and incorporated herein by reference, with eventual proper well abandonment in accordance with state and or municipal protocols (the "Work");

C. The Parties desire to enter into this Agreement so that the soil and/or groundwater can continue to be assessed pursuant to environmental laws and regulations;

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. Grant of License - Licensor hereby grants to Licensee, and its employees, representatives and/or contractors an irrevocable, non-exclusive license (the "License") to enter upon the Property from time to time to conduct the activities described in Recitals Paragraph B and C above. Further, Licensor shall cause any tenants or lessees of the Property, not a party hereto, to provide Licensee, including its consultant(s), and/or contractor(s), same License. This License shall commence on June 27, 2016 (**Effective Date**), and shall end on June 27, 2021, unless the Parties agree in writing to extend the term of the License. If Licensee is required by a government agency to maintain a well or other equipment on the Property beyond the term of this License, then the License shall, on notice of such requirement to Licensor, be extended until thirty (30) days after such requirement ceases. Prior to the expiration of the License, Licensee shall, at no cost or expense to Licensor, (a) cause any excavations to be returned to the original gradient, (b) remove all equipment placed on the Property, (c) fill and level all ditches, ruts and depressions, if any, caused by the closure of the Licensee's excavation operations on the Property and (d) remove all debris resulting therefrom.

2. Compliance with Laws - Licensee shall conduct all operations which are the subject of this License in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

3. **Permits** - Licensee, at no cost or expense to Licensor, shall be responsible for obtaining any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Licensor shall coordinate and cooperate with Licensee in Licensee's activities to obtain all necessary government permits and permissions.

4. **Liens and Claims** - Licensee will not permit any mechanics', materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by Licensee under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

5. **Cooperation** - Licensee agrees to coordinate its activities with Licensor to minimize any impairment of access by customers or business invitees of Licensor to the Property and any inconvenience to or disruption of Licensor's business on the Property.

6. **Indemnity** - Licensee agrees that it will indemnify and hold Licensor harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, property damage, civil penalties or fines to the extent proximately caused in whole or in part by the negligent acts or omissions of Licensee or its authorized contractors and employees in conducting the Work. However, this indemnity and hold harmless obligation shall not apply to any such claims, demands, actions, suits, judgments, losses, damages, costs, or expenses to the extent caused by the negligence or willful misconduct of Licensor. This indemnity is expressly conditioned on the following:

(a) In the event Licensor shall identify any matter to which this indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Licensee in writing of such matter.

(b) Licensor shall cooperate with Licensee by allowing Licensee, its agents, representatives, contractors and consultants prompt and ready access to the Property for the purpose of investigating any matter to which this indemnity may apply. Licensor shall provide Licensee with copies of all investigative reports, data, or other information in any form which Licensor, its consultants or attorneys may have pertaining to any such matter, upon request of Licensee.

(c) Notwithstanding anything in this agreement to the contrary, in no event shall Licensee be liable for any special, indirect or consequential damages, including, but not limited to claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, or punitive damages or exemplary damages.

7. **Severability** - In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. **Notices** - Any notice provided for herein or otherwise required to be given hereunder shall be deemed received when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine, with

transmission and receipt confirmed, or by nationally recognized overnight delivery service, addressed as follows:

To Licensor: City of Page
P.O. Box 1180
Page, Arizona 86040
Attention: City Attorney
Telephone: (928) 645-8881
Facsimile: (928) 645-4250

To Licensee: Phillips 66 Company
1232 Park Street, Suite 300
Paso Robles, California 93446
Attention: Colleen S. Hagemann
Telephone: (805) 226-2649
Facsimile: (805) 239-4410

With Copies to: Phillips 66 Company
1380 San Pablo
Rodeo, California 94572
Attention: Sharon Evans
Telephone: (510) 245-4423
Facsimile: (510) 245-5179

The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

9. **Assignment** - This Agreement may not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, provided, however:

(a) Licensee may assign or transfer this Agreement to a successor in interest ("Assignee") which assumes the responsibility of conducting the Work, without consent of Licensor. Automatically upon such assignment or transfer, Licensee shall be released from all obligations and liabilities hereunder accruing after the effective date of such assignment or transfer, provided that, Assignee assumes all of the obligations and liabilities hereunder accruing after the effective date of such assignment or transfer.

(b) Licensor understands and acknowledges that should Licensor assign this Agreement to an assignee ("Licensor's Assignee") without the prior written consent of Licensee, acceptance of this Agreement by Licensor's Assignee is with recourse to Licensor, and failure of Licensor's Assignee to fulfill its obligations under this Agreement will constitute a material breach of this Agreement by Licensor and Licensor's Assignee.

10. **Change in Ownership** - Licensor shall notify Licensee of any change in Property ownership within five (5) days of the close of Property's escrow or the recordation of a deed indicating Licensor has transferred the Property to another person(s) or entity(ies) by providing Licensee at a minimum, the new Property owner's name and contact information. Should Licensor fail to notify Licensee of

Licensor's transfer of the Property, Licensor agrees to indemnify Licensee for any cause of action asserted against Licensee for trespass to the Property.

11. **Governing Law** - This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the State of Arizona without reference to any choice of law, rules or policies which may refer the resolution of any dispute arising hereunder to the laws of any other jurisdiction.

12. **Entire Agreement** – Except as expressly provided herein to the contrary, this Agreement represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof, and the rights and remedies of the Parties shall be solely and exclusively those herein contained, and in lieu of any remedies otherwise available at law or in equity.

13. **Execution of Agreement** - Each of the undersigned hereby represents and warrants that they are authorized to execute this Agreement on behalf of the respective Parties to the Agreement, and that this Agreement, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms. Upon execution, this Agreement shall be binding as to the Parties' respective parent companies, subsidiaries, affiliates, successors, heirs and assigns.

14. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement.

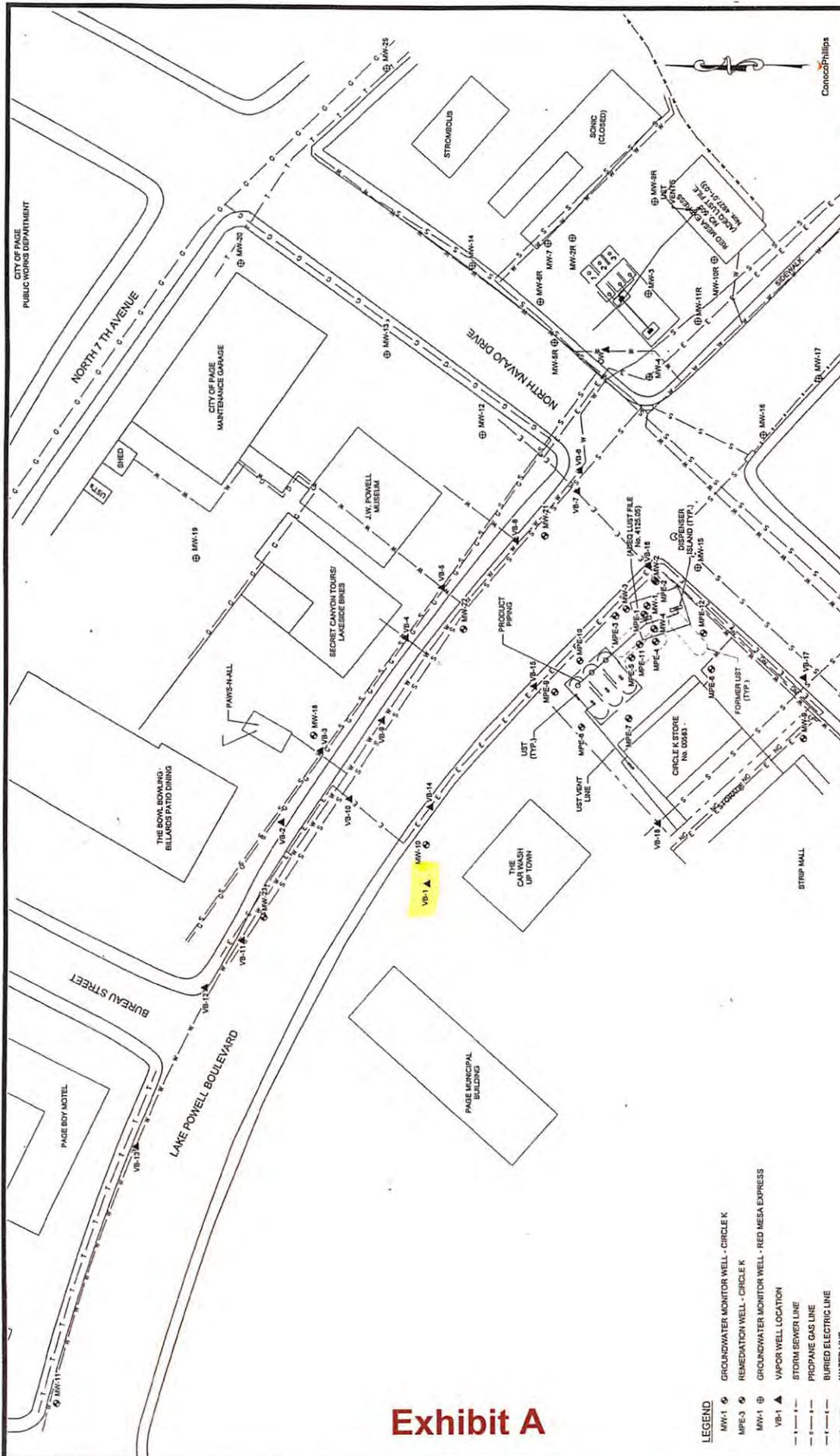
THE PARTIES have executed this Agreement in two (2) duplicate originals on the dates set forth below.

LICENSOR
CITY OF PAGE

LICENSEE
PHILLIPS 66 COMPANY

By: _____
Name: _____
Title: _____
Date: _____

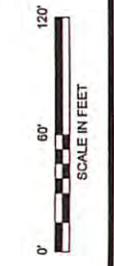
By: _____
Name: Bill A. Hallett
Title: Attorney-in-Fact
Date: _____



PROJECT NUMBER: 0347318.0014 DATE: 11/17/2011 FIGURE: 2
 APPROVED BY: LF DRAWN BY: BDF

ATC
 9185 S. Farmer Ave., Ste. #111
 Tempe, Arizona 85284-2912
 Ph: (480) 894-2056 Fax: (480) 894-2497

WELL LOCATION MAP
 CIRCLE K STORE No. 00583
 3 NORTH LAKE POWELL BOULEVARD
 PAGE, ARIZONA 86040



- LEGEND**
- MW-1 ◉ GROUNDWATER MONITOR WELL - CIRCLE K
 - MPE-3 ◉ REMEDIATION WELL - CIRCLE K
 - MW-1 ◉ GROUNDWATER MONITOR WELL - RED MESA EXPRESS
 - VB-1 ▲ VAPOR WELL LOCATION
 - STORM SEWER LINE
 - PROPANE GAS LINE
 - BURIED ELECTRIC LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - NATURAL GAS LINE
 - BURIED PHONE LINE

NOTE: ALL LOCATIONS ARE APPROXIMATE

Exhibit A



Request for City Council Action

Title:	Arizona Office of Tourism 2017 Marketing Cooperative		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other-Departments	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Community Development	Supporting Documents:	AOT Marketing Cooperative Background
Prepared By:	Community Development Director	Presented By:	Community Development Director
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to Approve Participation in AOT Marketing Cooperative		

BACKGROUND:

The Arizona Office of Tourism offers an annual marketing cooperative to its members. This cooperative negotiates bulk advertising rates and then offers them to members. Further, AOT makes these advertising opportunities available to members at a 50% discount, and pays the other 50%. This is a great opportunity for the City to get great marketing exposure for fifty cents on the dollar.

The City of Page or Page Tourism has participated in this program for several years. This program is the bulk of the City's marketing efforts, with an annual budgeted allocation of \$30,000 in 2016 and the same proposed for 2017.

Staff and the Community Development Advisory Board have reviewed the marketing options available and made selections based on past selections as well as new offerings. The total City cost of the project for 2017 is \$29,803, for a total marketing package worth \$59,606. Once the City's application, which was due on June 17, is approved, the City will enter into individual agreements with programs vendors. The largest individual agreement will be \$4,100; however because the overall project is over \$10,000, the Finance Director has asked that the City Council approve the project.

ADVISORY BOARD RECOMMENDATION:

At their May meeting the Community Development Advisory Board directed staff and Board Member Lee Anne Warner to make program selections within the proposed budget of \$30,000, and make application to participate in the Arizona Office of Tourism 2017 Marketing Cooperative.

STAFF RECOMMENDATION:

I move to approve participation in the Arizona Office of Tourism 2017 Marketing Cooperative, with a not to exceed expenditure of \$30,000.



COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

MEETING DATE: May 24, 2016

TO: Community Development Advisory Board

FROM: Kimberly Johnson, Community Development Director

SUBJECT: Arizona Office of Tourism 2017 Cooperative

ATTACHMENTS: AOT Co-Op Program and Opportunity Selection Sheets
2016 City of Page Selection Sheet

INTRODUCTION

The Arizona Office of Tourism offers an annual marketing cooperative to its members. This cooperative negotiates bulk advertising rates and then offers them to members. Further, AOT makes these advertising opportunities available to members at a 50% discount, paying the other 50% itself. This is a very economical way for the City to get a lot of marketing exposure for not a lot of capital outlay.

Staff has attached the program basics as well as the marketing Opportunity Selection Sheets. Staff will be participating in an AOT webinar on Wednesday May 25 to learn how to apply for the Co-Op programs and how to select media options.

While the City of Page has historically participated in this program, it does not appear that the Board has been involved in selecting marketing options. Staff would like to involve the Board in this process to be sure the areas of interest to the Board are being addressed. Board member Warner has expressed an interest in working with staff to make the 2017 selections.

Staff has attached the 2016 (current) City of Page Co-op selection sheet.

REQUESTED ACTION

The Board is asked to review and discuss and provide staff direction regarding preferred market and media options.

ARIZONA OFFICE OF TOURISM
The Marketing Cooperative
FY 2017

Purpose

The Marketing Cooperative is administered by the Arizona Office of Tourism (AOT) for the purpose of expanding travel and tourism related activities in communities throughout Arizona. It provides a means for eligible partners,(rural destination marketing organizations (DMOs), tribal entities, statewide tourism associations, and regional tourism partnerships), to participate in the following marketing opportunities:

- Packaged digital media buys out-of-home and online
- Shared opportunities in Arizona sections developed by AOT
- Individual ad placements in selected media
- AOT marketing opportunities including;
 - Arizona Official State Visitor's Guide (OSVG)
 - AOT E-Newsletters
 - VisitArizona.com
 - Trade and media missions

AOT works with media representatives to negotiate rates, and eligible partners receive rates subsidized at fifty (50) percent of the negotiated rate.

The Marketing Cooperative includes an AOT campaign, which in addition to partner ads features AOT placements in the selected media. The campaign drives traffic to VisitArizona.com/adventure where the co-op partners are featured. AOT also features co-op partners throughout the campaign in advertorials.

AOT led trade and media missions provide co-op partners with public relations opportunities in domestic and international markets. Partners will receive a reduced rate of fifty (50) percent of the registration cost, but will be solely responsible for all travel costs.

The opportunities included in the Marketing Cooperative allow partners to leverage their resources in partnership

1 Program Description

The Marketing Cooperative offers a variety of strategic media selections and AOT partnership opportunities. Partners can participate at many different levels. The media plan combines print, outdoor and online placements, along with packaged co-op media placements. All of the media options align with the campaign's target markets, and have been selected to encourage travel to communities throughout Arizona.

Below is a brief description of each offering included in the Marketing Cooperative.

Packaged Digital Media - Partners can select from geo and behavioral targeted online media packages, using a variety of sites and networks to maximize effectiveness. Options include website and mobile banner ads, content development and search marketing, and working with AOT to develop high-quality video that will be integrated into AOT's marketing campaigns and consumer website.

Shared Opportunities - AOT will work with select publishers to develop co-op sections and inserts. Partners can buy into the sections, which will have AOT branding, and include partners' ads and advertorial.

Individual Ad Buys - Partners can choose to place ads in pre-selected print and out-of-home media. Most of these placements will be stand-alone placements, however a few print publications may group the ads into a publisher designed Arizona section. Total Individual Ad Buys shall not exceed \$15,000 half net rate.

Trade and Media Missions - Partners have the opportunity to join AOT's Trade team and Media teams at events in international markets.

2 Subsidized Rates

AOT will subsidize rates at fifty (50) percent for qualified co-op partners.

- 2.1 Individual Ad Buys shall not exceed \$15,000 half net rate.
- 2.2 There is a \$50,000 cap for Shared Opportunities, Packaged Digital Media or Trade and Media Missions. Each opportunity has limited participation.

3 Program Eligibility

Rural destination marketing organizations (DMOs), tribal entities, statewide tourism associations and regional tourism partnerships meeting the criteria in this section are eligible. Please read the eligibility criteria thoroughly.

- 3.1 Applicants must meet the criteria of at least one of the following four categories in order to be eligible for subsidized rates:
 - 3.1.1 An Arizona based rural Destination Marketing Organization (DMO). A DMO is defined as an incorporated not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year round basis. Only one DMO can participate per city, town or region. Rural DMOs are defined as any DMO located outside Pima and Maricopa Counties or a DMO located in Ajo, Gila Bend, Why or Wickenburg.

- 3.1.2 A tribal entity that wishes to market existing tourism attractions and tourism facilities.
- 3.1.3 An Arizona based statewide tourism association that represents entities that rely on tourism-related business for a majority of their income.
- 3.1.4 An Arizona based regional partnership which consists of a minimum of three (3) DMOs that promote a minimum of three (3) communities as a single regional tourist destination; the number of rural or tribal DMO partners must be equal to or greater than the number of urban DMOs. For example, if a regional partnership consists of three (3) DMOs, two (2) must be rural or tribal. Only one regional partnership can participate per region. Regions are not limited to those marketing regions previously identified by AOT for promotional purposes. Each regional partner must be the designated DMO for its respective community. Regional partnerships must have a tourism website or microsite that promotes each regional partner in an equitable manner.

And

- 3.2 Applicants must be exempt from federal income tax under section 501(c)3 or 501(c)6 of the Internal Revenue Code. Applicants shall not use the 501(c)3 or 501(c)6 status of another organization. Tribes and municipalities are exempt from the 501(c)3 or 501(c)6 status requirement as they are government.

And

- 3.3 Applicants must have a tourism website to use as the call to action and a fulfillment piece.

DMOs that do not qualify for this program are still eligible to participate with AOT on co-op marketing opportunities. Please contact Jamie Daer at jdaer@tourism.az.gov or 602-364-0783 for more information.

4 Media Plan

AOT has developed a comprehensive media plan backed by AOT research and partner insight. The media placements are geo-targeted to the markets listed below. Refer to Attachment B for a list of selected media pricing and profiles.

The Marketing Cooperative is a rural Arizona focused co-op program that utilizes a media plan designed to attract visitors from major metropolitan areas in Arizona and surrounding states. The fiscal year 2017 program

following target markets:

Target Markets

- Primary: Los Angeles, Phoenix
- Secondary: Las Vegas, San Diego, Tucson, Canada, Mexico

Primary Audience: Baby Boomers

- With, and without children in the house

Secondary Audience: Generation X

- With, and without children in the house

Secondary Audience: Generation Y (late set)

- Age: 27-35
- HHI: \$50,000+, emphasis on \$75,000+
- With, and without children in the house

AOT will place ads in shared opportunities along with partners and participate in packaged digital media options. AOT will also conduct campaigns, to support the co-op partners and drive visitation throughout Arizona. AOT ad placements will direct visitors to visitarizona.com/adventure. The landing page will feature partners and give

5 Application Instructions

Each entity may submit a maximum of two applications. If an entity submits two applications, one must be a regional partnership.

The application must include all information outlined in Section A below.

5.1 Attachment A, Section A: Applicant Administrative Information

The following information must be included in the Marketing Cooperative application.

- 5.1.1 Entity Name: The name of the applicant must be the same as it appears on the incorporation, federal tax exemption or the state charter.
- 5.1.2 Physical Address: Provide a street address (no P.O. Boxes) for deliveries.
- 5.1.3 Mailing Address: Provide a mailing address that can be used by AOT for routine correspondence.
- 5.1.4 County: Identify the county in which the applying organization is located. In the case of regional applications, list all counties included under the application.
- 5.1.5 project and the day-to-day contact for AOT. This individual is also responsible for submitting all necessary documentation throughout the year-long effort of this project and must be familiar with the specifics of the Marketing Cooperative, as well as the number, and e-mail address.
- 5.1.6 Provide the tourism website that will be promoted in advertisements. Regional partnerships must have a website that promotes the region and each partner in an equitable manner.
- 5.1.7 The fulfillment piece is the tourism brochure or visitor guide that will be mailed to people that inquire about the destination. Regional partnerships must have a fulfillment piece that promotes the region and each partner in an equitable manner.
- 5.1.8 Refer to Section 2.1.4 for information on Regional Partnerships. List all Regional Partners in the designated box.
- 5.1.9 Signatures: The signatures on the application certify that the information on the form in the Marketing Cooperative for FY 2017. Applications must bear the signatures of



Request for City Council Action

Title:	Agreement for Services Between the City of Page and the Chamber Page Lake Powell		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Unfinished Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Community Development	Supporting Documents:	Agreement for Services
Prepared By:	Community Development Director	Presented By:	Community Development Director
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to approve updated Agreement for Services between the City of Page and the John Wesley Powell Memorial Museum for Visitor Center operations		

BACKGROUND:

In 2015, the City Council entered into an Agreement for Services Between City of Page and the Chamber Page Lake Powell. This agreement was for the fiscal year 2015-2016. The current agreement provides a \$15,000 payment to the Chamber for a defined scope of services. The agreement expires at the end of June 2016; therefore it is time to consider renewal.

At the May 24 Community Development Advisory Board meeting, The Chamber Page Lake Powell submitted two proposals for service in 2017. The first proposal was to provide event solicitation and planning services as well as an expanded Chamber web site in addition to their standard work plan with a budget of \$79,900. The second proposal was to provide the same level of service with the same budget of \$15,000. The Board opted not to forward the new proposal on to the City Council, by not taking action on this item.

BUDGET IMPACT: Proposed \$15,000 for FY17.

MOTION: Motion to approve updated Agreement for Services between the City of Page and The Chamber Page Lake Powell and authorizes the City Manager to execute the contract.

Agreement for Services Between City of Page and The Chamber Page Lake Powell

THIS AGREEMENT, made by and between the City of Page, AZ, a Municipal Corporation, hereinafter termed the "City", and The Chamber Page Lake Powell, a non-profit corporation, hereinafter termed the "Chamber" for Fiscal Year 2016-2017.

Recitals

- A. The Chamber Page Lake Powell shall receive \$15,000 for tourism, business development, community development, educational development, economic development, and event coordination as outlined in attachment A.
- B. The City and Chamber now enter into this agreement.

Purpose

The purpose of this agreement is to recognize that it is imperative to work together in order to maximize Page's economic potential, and provide business leadership representation to the City of Page by working closely with City representatives to ensure Chamber members involvement in programs, projects, and proposed policy, laws, ordinances which will impact the Page business community.

Required Reporting

Annually, at a timely City Council meeting, the Chamber shall present a report to the City summarizing the Chamber's past year's activities appropriate to this agreement and, to request a succeeding year financial allocation.

General Provisions

- A. Amount of contract. Subject to the terms and conditions in this agreement, the City agrees to provide funds in the amount specified above.
- B. Use of contract funds. The use of City funds is expressly limited to the objectives identified in this agreement.
- C. Unexpended funds. Any funds held by the Chamber remaining after the purpose for which the contract is awarded or this agreement is terminate shall be returned to the City within 30 day of completion or termination.
- D. Financial Records and Inspection. The Chamber will include in the annual report to the City a) copies of 501(c)(6) letter, IRS status and corporate bylaws; b) list of Board members, their occupations, and years on the Board; c) financial statements showing Previous year expenses and revenues; d) current and projected budgets (total organization and individual program's funded by this contract). Chamber report should show the relative share of City funds expended compared to overall project funds.
- E. Amendments. ~~The terms of this agreement will not be waived, altered, modified, supplemented,~~ or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this agreement and subject to all other agreement provisions.

F. Notice and Representatives. All notices, certificates or communications shall be delivered or mailed to the parties at their respective place of business as set for below or at a place designated hereafter in writing by the parties.

City of Page
City Manager
P.O. BOX 1180
Page, AZ 86040

The Chamber Page Lake Powell
Executive Director
P.O. BOX 727
Page, AZ 86040

G. This Agreement supersedes and replaces all prior agreements or negotiations between the City and the Chamber.

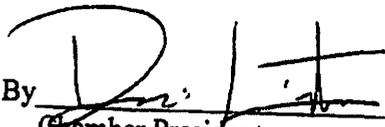
H. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written below.

CITY OF PAGE, AZ

THE CHAMBER PAGE LAKE POWELL

By _____
Mayor

By  _____
Chamber President

By _____
City Manager

By  _____
Chamber Executive Director

Date _____

Date 4-12-16

Approved to as Form:

By _____
City Attorney

Date _____

10:47 AM
04/12/16
Accrual Basis

The Chamber Page Lake Powell
Profit & Loss
January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Direct Public Support	
Donations from Corporations	3,130.00
Donations from Individ & Bus	25.00
Total Direct Public Support	3,155.00
Event Income	
Income-Mixer 50/50	304.00
Income-4th of July Celebration	935.00
Income-Balloon Reg T-Shirts	4,035.74
Income-Balloon Reg Vendor Fair	15,357.46
Income-Best of Page Banquet	21,813.50
Income-Car Show	620.00
Income-Chamber Mixers	540.00
Income-Holiday Home Tour	172.00
Income-Santa's Layover	1,601.00
Income-See's Candy Sales	3,724.00
Total Event Income	49,102.70
Indirect Public Support	
City of Page-Government Contrib	22,500.00
Total Indirect Public Support	22,500.00
Program Income	
Advertising Income	570.79
Membership Dues	63,324.90
Total Program Income	63,895.69
Refunds and Allowances	650.00
Sales Income	
Fax Services	42.00
Calendar Income	18.00
Books Income	85.80
Maps Income	27.50
Total Sales Income	173.30
Tour Booking Income	3,250.55
Total Income	142,727.24
Gross Profit	142,727.24
Expense	
Business Expenses	429.63
Contract Services	
Accounting Fees	3,710.00
Outside Contract Services	1,909.47
Total Contract Services	5,619.47
Education and Seminars Expense	156.08
Event Expenses	
Christmas Tree Lighting	83.14
Mixer Expenses	542.71
9/11 Service Day	210.80
4th of July Celebration Expense	
Event Insurance-4th of July	612.01
4th of July Celebration Expense - Other	2,418.66
Total 4th of July Celebration Expense	3,030.67
Balloon Regatta T-Shirt Expense	1,500.00

10:49 AM

04/12/16

Accrual Basis

The Chamber Page Lake Powell
Balance Sheet
 As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
National Bank of Arizona	22,505.67
Scholarship Fund	3,397.95
Savings Account	5,738.08
Total Checking/Savings	31,641.70
Accounts Receivable	
Accounts Receivable	3,625.75
Total Accounts Receivable	3,625.75
Other Current Assets	
Inventory Asset	
Gary Ladd Books Inventory	217.89
Stan Jones Map Inventory	30.80
This Is Slot Canyon	17.91
Inventory Asset - Other	-163.02
Total Inventory Asset	103.58
Petty Cash	85.70
Total Other Current Assets	189.28
Total Current Assets	35,456.73
Fixed Assets	
Furniture, Equipment & Fixtures	1,555.01
Leasehold Improvement	2,037.26
Total Fixed Assets	3,592.27
TOTAL ASSETS	39,049.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	113.50
Total Accounts Payable	113.50
Credit Cards	
National Bank Credit Card	6,606.75
Total Credit Cards	6,606.75
Other Current Liabilities	
Payroll Liabilities	544.59
Total Other Current Liabilities	544.59
Total Current Liabilities	7,264.84
Total Liabilities	7,264.84
Equity	
Opening Balance Equity	31,168.61
Perm. Restricted Net Assets	200.00
Unrestricted Net Assets	-299.00
Net Income	714.55
Total Equity	31,784.16
TOTAL LIABILITIES & EQUITY	39,049.00

Attachment A

MEMORANDUM

Date: May 23, 2016

To: Community Development Board

From: DeRon J. Lister

Judy Franz

Subject: CHAMBER OF COMMENCE – SCOPE OF WORK

The Chamber Page Lake Powell is active in Education, Business, Community, Economic and Tourism development to enhance and serve the City of Page and its residents.

TOURISM:

1. Tourism contact – Chamber tracked walk-ins and phone calls from 1/01/2015 – 12/31/2015. In that time there were 750+ walk-ins and over 1000 phone calls all having question ranging from what to do in Page, medical card, road conditions, local accommodation, restaurants, car/boat repair, canyon tours, boat and jet ski rentals and many more.
2. Information – distribution of maps, tourist related brochures, business cards, relocation and general information.
3. Chamber Web Site links to tourism, City of Page, Powell Museum, radio station, newspaper, business/members, tour groups and community resources. See attached Usage Summary to view number of hit on the website or Social Media Outlets, which is updated and managed by Chamber staff.
4. The Chamber is an active and contributing tourism outlet for business and operate in Page and the surrounding area by booking tours or providing additional resources. We booked 180 tours for our members in 2015
5. Developed a Lake Powell Balloon Regatta Website to provide information to vendors and visitors for this event.

BUSINESS DEVELOPMENT:

1. Monthly Mixers – average attendance between 40 to 60 people. Members meet to discuss/air opinions & concerns, network, become informed on issues impacting businesses and community.
2. Red Carpet Openings – advertises for new businesses as well as established businesses that changes locations, remodel, expand, etc.

Department of the Treasury

LA:EO:76:279

District Director

Internal Revenue Service

Date: MAR 09 1976 | In reply refer to: J. Jones
L-179, Code **XX** EOG-2

Determination Section (213) 688-4553

Chamber of Commerce Incorporated
(Page-Lake Power Chamber of Commerce)
Post Office Box 727
Page, Arizona 86040Internal Revenue Code: Section 501(c) (6) **(6)**
Form 990 Required: **XX** Yes No
Accounting Period Ending: December 31

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt-status. Also, you must inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt From Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

(OVER)

Form L-179 (Rev. 4-73)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

W. H. Connett

W. H. Connett
District Director

yrs



- Admin Home
- Site Home
- Help & Docs
- Logout

Contacts

Modules

Tools

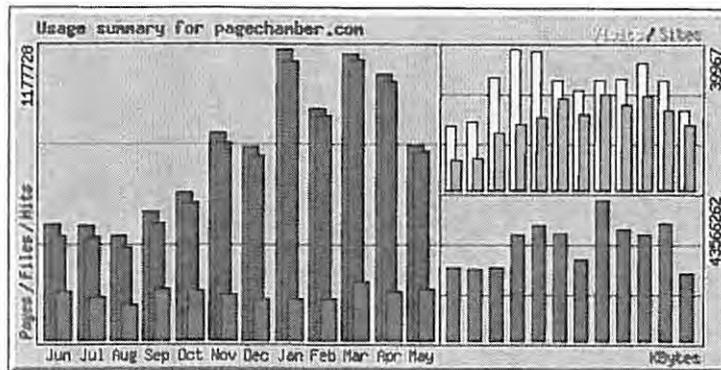
- Mass Mailer
- Manage Subscribers
- Reports
- Web Statistics
- Activity Monitor
- Banners
- Polls
- Videos
- Audios
- IP Blacklist
- Database Backup
- Antispam Tools

Settings

Current Internet Web Reporting

Usage Statistics for pagechamber.com

Summary by Month
Generated 23-May-2016 08:46 EDT



Summary by Month										
Month	Daily Avg				Monthly Totals					
	Hits	Files	Pages	Visits	Sites	KBytes	Visits	Pages	Files	Hits
May 2016	34238	33242	8877	979	18650	20857918	22537	204193	764585	787487
Apr 2016	35923	34923	6485	1044	22770	36440918	31339	194563	1047716	1077698
Mar 2016	37373	36510	7604	1161	26896	32814250	36013	235733	1131817	1158571
Feb 2016	32304	31393	5646	1089	24110	34388533	31591	163734	910413	936816
Jan 2016	37991	36334	5410	1006	26946	43566262	31189	167736	1126357	1177728
Dec 2015	25136	24026	5360	919	21420	24987620	28496	166180	744824	779235
Nov 2015	27912	26585	6011	1036	25737	33164640	31087	180345	797570	837367
Oct 2015	19241	17829	6498	1276	20431	35612844	39557	201442	552718	596472
Sep 2015	17358	15723	6791	1332	18360	32839329	39967	203755	471692	520756
Aug 2015	13492	12105	4661	1027	16210	22421370	31861	144506	375285	418252
Jul 2015	14930	13417	5595	621	8912	22211441	19272	173460	415929	462855
Jun 2015	15487	13981	6507	610	8460	22336579	18323	195211	419446	464623
Totals						361641704	361232	2230858	8758352	9217860

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Request for City Council Action

Title:	Arizona State Forestry Division Cooperative Intergovernmental Agreement		
Meeting Date:	June 22nd, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Fire Department	Supporting Documents:	Intergovernmental Agreement
Prepared By:	Jeff Reed, Fire Chief	Presented By:	
Reviewed By:	Joshua Smith, City Attorney	Approved By:	
Proposed Action:			

BACKGROUND: The Page Fire Department presents the attached intergovernmental agreement from the AZ State Forestry Division with the intent of entering into the agreement as it is written. The agreement is designed to protect our States forests, wild and agricultural lands and rural structures.

By signing the agreement, the Page Fire Department and the State Foresters agree to provide mutual assistance during emergent incidents, if it is within each department's abilities. During urgent times such as an out-of-control wild land fire, it is important to have additional man power, equipment and fire fighting resources available through an agreement such as this.

This agreement has been read, reviewed and approved by City Attorney Joshua Smith as to the content.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to approve the Arizona State Forestry Division Cooperative Intergovernmental Agreement as presented.

**ARIZONA STATE FORESTRY DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Page Fire Department hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8), 9-240(B)(7)(a) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State

Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain, the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.A.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **"State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management

Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of injury to any person (including death) or property damage resulting from, or in connection with, the performance of this Agreement, but only to the extent that such injury or damage is caused by the negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For the purposes of this Section 20, an agent, employee, or volunteer of the Cooperator who is working under the jurisdiction, direction or supervision of the State Forester is the Cooperator's agent, employee, or volunteer and not the agent, employee or volunteer of the State Forester. The preceding sentence does not limit or affect the application of A.R.S. 23-1022, including the circumstances in which an employee is deemed to be an employee of both Parties for purposes of that statute.

This Section 20 does not reduce the degree of negligence or fault that the injured party or other third party must establish in the underlying Claim to recover for any injury or damage, or affect any defense to such underlying Claim.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.

3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperators;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona State Forestry Division
 1110 West Washington, Suite 100
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

Page Fire Department
P.O. Box 1180
Page, AZ 86040
(928) 645-4345

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with section 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State

retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.

13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.
15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

_____	_____
(Print Name)	_____

_____	_____
Signature	Witness
_____	_____
Title	Witness

Date	

STATE FORESTER:

Jeff Whitney
Print Name

Signature

State Forester
Title

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: _____
Assist. Attorney General
Attorney for State Forester

By: _____

Date: _____

Date: _____

CORE/0766419.0084/117550185.3

GENERAL PROVISIONS TO STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (03/16)

This Cooperative Fire Rate Agreement is entered into pursuant to the Cooperative Intergovernmental Agreement currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the Cooperative Intergovernmental Agreement, the Cooperative Intergovernmental Agreement shall prevail.

1. Reimbursement for expenses incurred under this Agreement follows the most recent version of the Interagency Business Management Handbook (the "Yellow Book"). Cooperators under this Agreement are treated as Cooperators under the Handbook. In the event of a conflict between the Handbook, this Rate Agreement, and/or the Cooperative Intergovernmental Agreement ("IGA"), the IGA shall prevail, followed by this Rate Agreement.

2. Resources assigned under this Agreement remain employees or property of the Cooperator and are subject to Cooperators supervision and control and are covered by Cooperators workman's compensation and insurance.

3. **Safety.** Resources assigned under this Agreement are expected to follow National Wildland Coordinating Group standards ("NWCG Standards") for training, equipment, and operations. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

- (a) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.
- (b) Current NWCG Qualifications Standards including the 3-22-04 NWCG Initial Action Clarification Memo apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.
- (c) Fire department personnel must be a minimum of 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.

4. **Equipment Requirements.** Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

- (a) Personal Protective Equipment. Cooperators must supply and utilize the following minimum required

personal protective equipment for wildfire response: hardhat, eye protection, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, hearing protection, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

- (b) Condition of Equipment. Equipment furnished under this Agreement will be equipped to the standards listed in the State Required Equipment Guide 2014. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with the State Required Equipment Guide 2014 may be rejected by the incident. The incident may allow the Cooperator to correct deficiencies within 24 hours. No reimbursement will be made for rejected equipment.
- (c) Standard Staffing. Cooperators will be reimbursed for the NWCG identified minimum staffing level plus 1 person for engines, and NWCG minimum staffing for water tenders. The State may order or request staffing that differs from this value. To obtain reimbursement for staffing in excess of the Arizona standards the request for additional staff must be documented in the Resource Order accompanying the assignment.
- (d) Operating Supplies. Operating supplies are to be provided by the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator.

5. Equipment Damage.

- (a) Repairs. Repairs to equipment shall be made and paid by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.
- (b) Equipment Damaged on Incident. Equipment that cannot be repaired at the site of work by the Cooperator or by the incident, within 24 hours, may be considered as being withdrawn by the Cooperator. Cooperator may be reimbursed for the normal costs of returning equipment and/or personnel to the Home Unit as promptly as emergency conditions will allow. Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.
- (c) Loss, Damage or Destruction. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is

in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees, or (d) when the loss, damage, or destruction incurred prior to check-in at an incident, or after release from an incident.

(d) **Claims.** Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122), must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on an ICS Form 213, General Message Form, of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt. The written description must be signed by incident supervisory personnel or the State of Arizona Representative. Compensation for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. Time Eligible for Reimbursement. The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit, and ending when that resource returns to its Home Unit, unless an allowance for refurbishment and/or rest and recuperation applies.

(a) **Home Unit.** For travel to and from the incident, the Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence. When equipment or personnel are moved from one incident directly to another incident, Cooperator must submit separate bills for each incident, and will be reimbursed for travel between the incidents.

(b) **Refurbishment/Rehabilitation.** Refurbishment/rehabilitation ("rehab") will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. The State Forester anticipates that most rehab will occur prior to the resource leaving the incident. However, Cooperators may be reimbursed for personnel time only for rehab after return to the home station. Cooperators will not be reimbursed for rehab time that exceeds 1 hour for engines, ½ hour for water tenders, and 2 hours for crews. Equipment daily rates will not be paid for rehab time. Vehicle types not listed above are not eligible for rehab time. Reimbursement for rehab time that exceeds these time frames must be approved by the Arizona State Forester's representative in advance and in writing, and such approval must be presented with the invoice.

(c) **Rest and Recuperation (R & R).** Cooperator will be reimbursed for personnel R & R after return home from a 14 day assignment (exclusive of travel), under the following conditions: 1) Cooperating agency must have a Policy that allows for R & R and that policy must comply with NWCG Standards as laid out in the Incident Business Management Handbook and filed with the State Forestry Office before the beginning of the incident to be considered; and 2) the work calculator sheet shall be submitted with the invoice.

(d) For R & R that occurs in place on an incident, Cooperator will be reimbursed up to 8 hours of base pay per day, meals and hotel costs, if any, and the daily equipment rate. Costs of previously rented and authorized rental vehicles will also be covered. Home shift hours are not applicable to R & R in place but backfill for additional hours is permitted.

(e) **Excessive Work Hours.** Work shifts exceeding sixteen (16) hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident commander.

Excessive work hour limitations do not apply while in travel status (before checking in at the incident or after checking out). Note that excessive travel hours may be subject to incident driving regulations or other limitations. All excessive hours must be mitigated by adequate rest as soon as possible.

7. Equipment. Cooperator may be reimbursed only for equipment listed on the Cooperative Fire Rate Agreement and at the rates listed on that Agreement. Vehicles will be reimbursed at the rates set in the current "Equipment Rates for Cooperative Fire Rate Agreements". Equipment may be designated to be paid an hourly rate or a daily rate on the Cooperative Fire Rate Agreement. Alternatively, Cooperator may designate equipment under an all-inclusive rate as described in 11(f) below.

(a) **Transportation of Equipment.** When apparatus is being transported (lowboy), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).

(b) The hourly rate is intended to reimburse the Cooperator for the costs of operating the vehicle, including the costs of fuel and maintenance. If indicated on the Cooperative Fire Rate Agreement, equipment listed under the daily rate may charge a mileage rate in addition to the daily rate. Equipment does not take a break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate. However, Cooperator will not be reimbursed for days that equipment reimbursed with a daily rate is not

transported or used.

- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.
- (d) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. Agency vehicles left at the airport for the duration of the assignment will be reimbursed only for the cost of long term parking and mileage. No hourly/daily rate will be paid.
- (e) Crew Swaps. Equipment is assigned with the understanding that it may be on assignment for 14 days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of 14 days unless prior approval by the Arizona State Forester's representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle.
- (f) Additional Equipment including ALS and BLS Kits. Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's Cooperative Fire Rate Agreement.
- (g) Inoperable Equipment. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.
- (h) If the Cooperator withdraws equipment prior to being released by the incident, Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from the Arizona State Forester's representative, and such approval is submitted with the invoice.
- (i) Daily Rate Equipment. Daily Work Rates/Mileage Rates should be documented in column 16-17 of FM 104. Daily rates shall be used for light duty non-tactical vehicles, command vehicles, ATVs/UTVs and miscellaneous equipment. Reimbursement will be made on the basis of calendar days. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. Current State equipment rate sheets will be utilized to set these rates. Cooperator will not be reimbursed for days that the equipment that is not transported or used.

8. Personally Operated Vehicles (POVs). POVs not signed up on the Cooperative Fire Rate Agreement may not be used to transport personnel to an incident. POVs signed up on the Cooperative Fire Rate Agreement will be reimbursed pursuant to section 7 above. POVs not signed up on the Cooperative Fire Rate Agreement may be used to transport personnel to the airport if this is the most economical method of travel. POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. Cooperator may also be reimbursed for

reasonable costs of parking pursuant to the State travel policy (Topic 50, Section 95, Title 3 Airport Parking). No parking fees will be reimbursed if return travel occurs on the same day. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles.

9. Timekeeping. Time will be recorded in military time and to the nearest quarter hour.

10. Invoices. Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically in the form provided by the State and must be signed by an authorized Cooperator's representative. Invoices must be submitted to the State within the time frame specified in the Intergovernmental Agreement. Invoices received outside this timeframe may be subject to refusal. Separate invoices should be completed for each incident. Invoices must contain the following information and attachments:

- (a) Unique invoice number, three letter fire district code and incident number. Cooperator should assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and, for in-state fires, the AFC code, and for out-of-state fires the P-code.
- (b) Time information. Fire Time Reports (Federal Form OF288) and/or Emergency Equipment Use Invoices (Federal Form OF286) must be submitted. Any hours submitted for reimbursement not documented on an OF-288 or OF-286 must be supported by Crew Time Reports and/or Emergency Equipment Shift Tickets. If the incident does not supply OF288s or OF286s, completed Crew Time Reports (Federal Form SF261) and/or Emergency Equipment Shift Tickets (Federal Form OF297), signed by the Incident Commander, Immediate Supervisor or Arizona State Forester's representative must be submitted to qualify time for reimbursement, along with a filled-out work calculator sheet. Travel time from the incident to the Home Unit may be documented on Crew Time Reports and/or Emergency Equipment Shift Ticket signed by the Cooperator's authorized representative.
- (c) Meals and Lodging information. Cooperator will be reimbursed for meals and lodging pursuant to State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel. Cooperator should submit a spreadsheet showing meal and lodging expenses. Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. See additional information below.
- (d) Supply purchases. Itemized receipts and resource order form with order #'s for authorized supply purchases are required and subject to state review.
- (e) Resource orders. Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement.

(f) Claims. Claims for damages to equipment should be submitted separately.

(g) AZSF Approval. Where this agreement requires approval from an Arizona State Forester's Representative, such approval may be obtained from the State Forestry Representative assigned to the fire, or from the Arizona State Forestry District Manager for the area where the Cooperator is located, or from the Arizona State Forestry Fire Management Officer. Such approval should be documented in writing (email is sufficient) and must be included with the invoice.

(h) Unusual Circumstances. If Cooperator encounters unusual circumstances that make compliance with the terms of these General Provisions impossible, Cooperator should consult with an Arizona State Forester Representative as to how to accommodate the situation.

11. Reimbursements.

(a) Special Work Rates. If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate. In-State planned event default personnel rates will be as provided in this section without allowance for excess costs due to backfill or coverage.

(b) Career Personnel Rates. Cooperator shall charge actual labor expenses including eligible overtime and employer related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the pay schedule shall accompany this Agreement. Pay schedule revisions occurring during the agreement period will be provided to the State. Non budgeted costs incurred by fire departments for required backfill or coverage will be eligible for reimbursement.

(c) Volunteer and Supplemental Personnel Rates. Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the Arizona State Forester's Emergency Pay Plan For Seasonal Hires for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven day work week beginning the first day of the incident, e.g., Monday through Sunday. Overtime will be paid for hours in excess of 40 hours.

(d) Employer Related Expenses (ERE). Employer Related Expenses covered for time while on the assignment will be as follows:

- Workers Compensation
- Unemployment Insurance
- FICA taxes
- Employee Insurance
- Retirement
- Long term disability

Note that when calculating the rate for overtime,

insurance expenses are not included.

(e) Special Wildland Fire Incentive Fees. Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

(f) All Inclusive Rates. If agreed to by AZSF and Cooperator and included on the Cooperator's "Cooperative Fire Rate Agreement", Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the "Cooperative Fire Rate Agreement" is binding for the year it is applicable and must be used unless the "Cooperative Fire Rate Agreement" is amended.

(g) Administrative fees. Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices for the state. Reimbursement may not exceed the actual hours incurred during the initial preparation of the original invoice submitted to the State Forester's Office for fire suppression activities as outlined in the Cooperator's agreement. These fees will be reimbursed at the employee's normal, base rate of pay times the number of hours incurred to complete the original invoice. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperator may seek reimbursement for reasonable costs incurred if Cooperator's invoices are prepared by Cooperator's contractor (for instance, an accountant or CPA).

(h) Meal and Lodging Expense Reimbursement. Arizona State Forestry is governed by State Policy in how it reimburses non-State employees for travel expenses incurred while on State related business. State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel provides the direction that State Forestry is required to follow. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred, and are not per-diem rates.

(i) Meals. Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of deployment, whether in travel status or on an incident for any in state incident. After the first 12 hours, meals may be reimbursed if: 1) the request complies with applicable portions of the State travel policy (Topic 50, Section 25, paragraphs 12 – 12.2.5); 2) the allowed amount of gratuity for reimbursement must not exceed 20% of the total cost of meal plus taxes, and when combined with the total cost of the meal plus taxes it does not exceed the state allowed maximum rate in order to be fully reimbursed; 3) the incident is not providing meals; 4) receipts are kept on file by the Cooperator and produced for audit as requested by State Forestry; and 5) if meals are on individual receipts Cooperator will be reimbursed for the

actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.

- (ii) Lodging. A Cooperator may only be allowed in-state lodging reimbursement by State Forestry if their resource order allows lodging, or if the State Representative gives permission in writing. If permission is given by the State Representative for in-state lodging, then that written document must accompany the Cooperator's invoice as backup or reimbursement may be denied. Any approved lodging (in-state or out of state) shall be reimbursed according to current State travel policy and only for actual costs incurred up to the stated maximum rate for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by State Forestry. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice.
- (i) Rental Vehicles. Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, Cooperator will not be reimbursed for additional insurance purchased. For out of state only, Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance. Please note that at all times resources ordered under this Agreement remain the employees of Cooperator, and Cooperator's insurance coverage is responsible. For this reason, Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State.
- (j) Miscellaneous. Reimbursement for miscellaneous costs listed on the resource order will be at the discretion of the State.

12. General provisions.

- (a) Disputes. In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
- (b) Termination. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
- (c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
- (d) Audit. Within a 5 year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.
- (e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
- (f) Pursuant to A.R.S. § 35-214, the Cooperator shall

retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.

- (g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
- (h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this Contract.

Instructions for Completing the Arizona State Foresters Cooperative Fire Rate Agreement FM104 (rev 03/16)

Complete the Cooperative Fire Rate Agreement (FM 104) as follows:

Lines 1, 2, and 3. Fire Dept/Agency Name.

Line 4a Day Phone No. Fire Department Business Phone.

Line 4b. Fire Department Emergency Phone.

Line 4c. Fire Department Fax #.

Line 4d. Fire Department email address.

Line 5. Federal Employer ID Number. Needed for payment. All fire departments, fire districts, and non-profits will need to list Federal Employer Identification #. *Example 86- 0334576*

Lines 6, 7, 8, 9 & 10. State District Responsible for the Agreement, Address, City State, Zip Code, Phone Number and Website.

Line 11. Effective Dates of Agreement. The State Forester requests a two year agreement. Amendments may be used to add/subtract/change agreement.

Line 12. Operating Supply Statement. Self explanatory.

Line 13. Operator Statement. Self Explanatory.

Line 14. Equipment Description. List equipment to be made available to the State. Include ICS type, License #, Unit #, Model, Year, gallon capacity, G.P.M., 4x4, 4x2, and foam capability.

Line 15. Standard Staffing. List your standard staffing number with each piece of equipment. The State has designated standard staffing levels for engines as the NWCG standard plus one body.

Lines 16 & 17. Rates. The State Forester request that fire departments submit rates in the following categories.

1. Hourly rates for tactical apparatus. Rates per State Forester's Equipment Rate Sheet.
2. Daily rates plus mileage for command, light vehicles, such as pickups and sedans. Rates per State Forester's Equipment Rate Sheet. Please refer to the General Revisions in regards to personal operated vehicles as daily rates may not be applicable.

3. Other specialized equipment – contact your District Forester.

Personnel Rates: You do not need to enter personnel rates. Personnel rates will be paid in the following systems:

Career Personnel Rates: Actual labor expenses including eligible overtime and employee related expenses in accordance with your department’s pre-existing labor contract or pay schedules.

Fire Department Backfill or Coverage Costs: Actual excess costs to the fire department incurred for required backfill or coverage will be eligible. *For example: A fire department has to bring in an off duty firefighter for 10 hours shift coverage at time and one-half salary because their normal person is on a State Wildfire for 10 hours. In this case the State would be responsible for the additional one-half salary cost the fire department has incurred.*

Volunteer Personnel Maximum Rates:

POSITION/RANK	ALLOWABLE RATE
WILDLAND FIREFIGHTER	AD -C
ADVANCED WILDLAND FIREFIGHTER	AD - D
ENGINE BOSS	AD - F
NWCG HIGHER QUALS	Contact District Forester

See website for current AD rates.

Please refer to the General Provisions that state Administrative or Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

Line 18. **Special Provisions.** Space for any special provisions that your department or the State Forester needs to incorporate into the agreement. Be sure to contact your State Forester representative to see if the language will be acceptable. Be sure to include a reference incorporating the Cooperative Fire Rate General Provisions, FM104a here also (and attach them to the agreement).

Line 19. **Fire Dept/Agency Representative (Signature).** Needs to be signed by Fire Chief or other authorized representative of your fire department before the State signs

the agreement.

Lines 20 & 21. Name and Title (Printed) and Date. Self Explanatory.

Lines 22, 23, & 24. State Forester Representative, Name & Title, Date. Last signature on the agreement.

MAILING. The Fire Department is to mail the signed and completed CFR form in its entirety to the appropriate State Forester Representative. The State will assign the agreement #, sign the bottom section and mail an executed copy back to the fire department.

EMAILING: If capable, the Division also requests an electronic copy emailed to the addresses below.

Listed below are names and addresses of the State Forester Representatives:

<p>Aaron Green Northern District Manager Arizona State Forestry 3650 Lake Mary Road Flagstaff, AZ 86001 928-774-1425 aarongreen@azsf.gov Coconino County</p>	<p>Gene Beaudoin Northeast District Manager Arizona State Forestry 3048 White Mtn. Blvd. Pinetop, AZ 85935 928-367-0313 genebeaudoin@azsf.gov Apache and Navajo Counties</p>	<p>Gene Beaudoin Southeast District Manager Arizona State Forestry Division 3740 E 43rd Place Tucson, AZ 857143 520-628-5480 genebeaudoin@azsf.gov Pima, Pinal (South of Gila River), Cochise, Graham, Greenlee, and Santa Cruz Counties</p>
<p>John Truett Central District Manager Arizona State Forestry 2901 W. Pinnacle Peak Phoenix, AZ 85027 623-445-0274 johntruett@azsf.gov Maricopa, Gila, Yuma, LaPaz, and Pinal (North of Gila River) Counties</p>	<p>Russ Shumate Northwest District Manager Arizona State Forestry 1133 West Road 3 North Chino Valley, AZ 86323 928-778-9567 russshumate@azsf.gov Yavapai and Mohave Counties</p>	

ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
(1) FIRE DEPARTMENT NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE
(2) PHYSICAL ADDRESS	
(3) MAILING ADDRESS	
(4) CITY, STATE, ZIP CODE (4a) BUSINESS PHONE (4b) FAX NUMBER	
(4c) FIRE CHIEF NAME (4d) EMERGENCY PHONE (4e) EMAIL ADDRESS	
	www.azsf.gov aidclogistics@azsf.gov
(4f) WILDLAND CONTACT NAME (4g) CONTACT NUMBER	(7) FEDERAL EMPLOYER ID NUMBER

(5) EFFECTIVE DATES OF AGREEMENT BEGINNING: _____	ENDING: _____
(8) Equipment work rates listed below are based on all operating supplies being furnished by cooperator (WET).	(9) Resources assigned under this Agreement remain employees or property of the cooperator and are subject to cooperators supervision and control and are covered by Cooperators workman's compensation and insurance.

(10) EQUIPMENT DESCRIPTION						(11) RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
a.								
b.								
c.								
d.								
e.								
f.								

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

(16) FIRE DEPT/ AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
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(19) STATE FORESTRY REPRESENTATIVE SIGNATURE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE
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ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE

(10) EQUIPMENT DESCRIPTION						(11) RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR/DAY	(14) MILEAGE
g.								
h.								
i.								
j.								
k.								
l.								
m.								
n.								
o.								
p.								

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.

(16) FIRE DEPT/ AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
(19) STATE FORESTRY REPRESENTATIVE SIGNATURE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE

FORM FM 104 (REPLACES FIN 100) Rev 3/16
DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER						IGA REFERENCE AGREEMENT NUMBER		
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)						(6) STATE DISTRICT OFFICE		
(10) EQUIPMENT DESCRIPTION						(11) RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
q.								
r.								
s.								
t.								
u.								
v.								
w.								
x.								
y.								
z.								
(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.								
(16) FIRE DEPT/ AGENCY REPRESENTATIVE SIGNATURE			(17) NAME AND TITLE (PLEASE PRINT)			(18) DATE		
(19) STATE FORESTRY REPRESENTATIVE SIGNATURE			(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 3/16
DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

NOTE: Ambulances should only be hired if the incident is in such a remote location that local EMS or an area medical helicopter is not available. Ambulances will be under hire for incident use only and will be required to be available during off-shift hours if needed for emergency transport. No additional compensation will be allowed for this availability. 2:1 work/rest guidelines will be maintained.

TYPE	RATE TYPE	MINIMUM PERSONNEL	RATES
Ambulance (ALS)	Unoperated, personnel rates to be included	2 – (1) ALS and (1) BLS	\$56.00/Hour
Ambulance (BLS)	Unoperated, personnel rates to be included	(2) BLS	\$51.00/Hour
ALS Kit			\$215/day
BLS Kit			\$150/day
Patient Transport	Mileage Rate	\$1.25/mile	normal DHS transport rate

For ALS/BLS kits with less than 8 hours in the day, the rate would be reduced to half of the posted daily rate.

Equipment

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. Equipment shall be stored in a manner that makes it easily transportable by helicopter.

Personnel

All personnel must complete the annual Fire Line Safety Refresher.

Medical Transport: When the ambulance is mobilized to transport a patient the hourly rate is dropped to \$0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident however the mileage rate would be \$1.25/mile. Medical transport shall be documented on the shift ticket. A copy of the transport paperwork showing the incident name and E# of the resource shall be turned in with the shift ticket to Finance (if available) or the District Office for documentation purposes. If no patient care or transport occurs, the ambulance will be paid the hourly rate for the time worked.

Ambulances are to be contracted wet (fuel provided by the resource).

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.



ARIZONA STATE FORESTER'S ACCEPTABLE EQUIPMENT RATES FOR COOPERATIVE FIRE RATE AGREEMENTS

NWCG TYPE	PUMP RATE MINIMUM G.P.M. @ psi	TANK CAP. MINIMUM Gallons	MAXIMUM BASE HOURLY RATE (see next columns for additions & subtractions to this rate)	COMPRESSED ¹ AIR FOAM ADDITION (+15%)	UNITS OVER ² 20 YEARS OLD SUBTRACTION (- 15%)	INCOMPLETE ³ EQUIPMENT SUBTRACTION (-25%)
ENGINE NWCG TYPE 1	1000 @ 150 psi	300	\$139	\$21	\$21	\$35
ENGINE NWCG TYPE 2	500 @ 150 psi	300	\$126	\$19	\$19	\$32
ENGINE NWCG TYPE 3	150 @ 250 psi	500	\$126	\$19	\$19	\$32
ENGINE NWCG TYPE 4	50 @ 100 psi	750	\$99	\$15	\$15	\$25
ENGINE NWCG TYPE 5	50 @ 100 psi	400	\$99	\$15	\$15	\$25
ENGINE NWCG TYPE 6	50 @ 100 psi	150	\$85	\$13	\$13	\$21
ENGINE NWCG TYPE 7	10 @ 100 psi	50	\$75	N/A	N/A	\$19
SUPPORT TENDER NWCG TYPE S1	300 @ 50 psi	4000	\$125	\$19	\$19	\$31
SUPPORT TENDER NWCG TYPE S2	200 @ 50 psi	2500	\$113	\$17	\$17	\$28
SUPPORT TENDER NWCG TYPE S3	200 @ 50 psi	1000	\$89	\$13	\$13	\$22
TACTICAL TENDER NWCG TYPE T1	250 @ 150 psi	2000	\$125	\$19	\$19	\$31
TACTICAL TENDER NWCG TYPE T2	250 @ 150 psi	1000	\$99	\$15	\$15	\$25



ARIZONA STATE FORESTER'S ACCEPTABLE EQUIPMENT RATES FOR COOPERATIVE FIRE RATE AGREEMENTS

COOPERATIVE STATE FORESTRY DIVISION EXCESS APPARATUS

ENGINES NWCg TYPE 1-5 AND All Tenders			\$74/Hr	\$11	N/A	\$19
ENGINE NWCg TYPE 6			\$41/Hr	\$6	N/A	\$10

LIGHT VEHICLES INCLUDING COMMAND VEHICLES

Vehicle Type	Other		Daily Rate [†]	Mileage Rate (Wet – Fire Dept. pays for fuel/oil)		
Sedans - All			\$40	\$0.40		
Pickup 4x2 Compact	All Body Styles		\$34	\$0.34		
Pickup 4x2 ½ ton	All Body Styles		\$42	\$0.42		
Pickup 4x2 ¾ ton	All Body Styles		\$57	\$0.57		
Pickup 4x2 1 ton	All Body Styles		\$65	\$0.65		
Pickup 4x4 Compact	All Body Styles		\$41	\$0.41		
Pickup 4x4 ½ Ton	All Body Styles		\$45	\$0.45		
Pickup 4x4 ¾ Ton	All Body Styles		\$65	\$0.65		
Pickup 4x4 1 Ton	All Body Styles		\$74	\$0.74		
Medium Duty Truck 1 ½ Ton 4x2 or 4x4	All Body Styles		\$66	\$0.66		
Medium Duty Truck 2 Ton 4x2 or 4x4	All Body Styles		\$72	\$0.72		
Medium Duty Truck 2 ½ Ton 4x2 or 4x4	All Body Styles		\$78	\$0.78		
SUV 4x2 Compact			\$40	\$0.40		
SUV 4x2 ½ Ton			\$44	\$0.44		
SUV 4x2 ¾ Ton			\$54	\$0.54		



**ARIZONA STATE FORESTER'S
ACCEPTABLE EQUIPMENT RATES
FOR COOPERATIVE FIRE RATE AGREEMENTS**

LIGHT VEHICLES INCLUDING COMMAND VEHICLES (Cont)

Vehicle Type	Other	Daily Rate ⁴	Mileage Rate (Wet – Cooperator pays for fuel/oil)
SUV 4x4 Compact		\$46	\$0.46
SUV 4x4 ½ Ton		\$54	\$0.54
SUV 4x4 ¾ Ton		\$63	\$0.63
Van 7 Pass (mini –van)		\$42	\$0.42
Van 8 Pass Full Size		\$54	\$0.54
Van 12 to 15 Pass Full Size		\$62	\$0.62
ATV Quad Regular		\$75	No Mileage
ATV/UTV Large		\$100	No Mileage

¹ **CAFS Units:** Add 15% to base rate.

² **Vehicles over 20 years old:** Subtract 15% from base rate

³ **Vehicles not fully equipped per Arizona State Forestry Division Equipment Guide:** Subtract 25% from base rate.

⁴ **POV's only receive mileage rate unless vehicle is used on fireline.**

**STATE FORESTER'S
REQUIRED WILDLAND EQUIPMENT GUIDE
Revision Date 01/14**

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
HOSE								
Hose, 3/4 "Feet, Synthetic or Hard	0	0	200	100	100	100	100	
Hose, 2 ½ ", NH, ft	1200	1000						
Hose, 1 ½ " CJRL or Synthetic, NH, 100 ft length	5	5	10	3	3	3	0	2
Hose, 1" CJRL or Synthetic, NPSH, 100 ft length	2	3	8	3	3	3	2	
Hose, Suction, 4" Soft , ft	16	16						16
Hose, Suction, 1 ½ " Hard, lgs			2	2	2	2	2	
Hose, Suction, 4" + , hard, lgs	2	2						2
Hose, Suction, 2 ½ " Soft, lgs.			2					
FITTINGS								
Adaptor, 1 ½ " NH Female to 1"NPSH male			1					
Adaptor, 1 ½ " NPSH Female to 1 ½ NH male			1					
Cap, 1", NPSH			1					
Cap, 1 ½ NH			1					
Check & Bleeder valve, 1 ½ NH			1					
Coupling, 1" NPSH double male	1	1	1	1	1	1	1	
Coupling, 1 " NPSH double female	1	1	1	1	1	1	1	
Coupling, 1 ½ NH double male	1	1	1	1	1	1	1	
Coupling, 1 ½ NH double female	1	1	1	1	1	1	1	
Coupling, 2 ½ NH double male	1	1						
Coupling, 2 ½ NH double female	1	1						
Draft Bell, 2 ½			1					

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
Increaser, 1", NPSH Female to 1 ½ NPSH male			1					
Increaser, 1" NPSH Male to 1 ½ " NH male			1					
Nozzle, 1" NPSH Adjustable Pattern	2	2	2	2	2	2	1	
Nozzle, 1" NPSH Forester			5	2	2	2	1	
Nozzle, 1 ½ NH Adjustable Pattern	2	2	1	1	1	1	1	1
Reducer, 1" NPSH Female to to 3/4 GH male	1	1						
Reducer, 1 ½ "NH Female to 1"NPSH male	4	4	5	10	4	4	2	
Reducer, 2 ½ " NH Female to 1 ½ " NH male	4	4	1					1
Tee, Inline 1 ½ NS x 1 ½ NS to 1"NPSH			1	1	1			
Tip, nozzle, forester, straight team			1	1	1	1	1	
Tip, nozzle, forester, 3 gpm fog			1	1	1	1	1	
Tip, nozzle, forester, 6 gpm fog			1	1	1	1	1	
Valve, Gated Wye, 1 ½ " NH			5	4	4	4	2	1
Valve, Foot w strain,			1	1	1	1	1	
Water Handling Accessories								
Wetting Agent (qts). Foam may be subst.	2	2	2	2	2	2	2	
Clamp, Hose 1 ½ "	2	2	3	3	2	2	2	
Clamp, Hose 2 ½ " +	2	2						
Gasket, Assorted Sizes, ea.	2	2	2	2	2	2	2	2
Tank, Portable, Folding or pillow type								1000 gal min.
Wrench, Hydrant	2	2	1	1	1	1	1	1
Wrench, Spanner	2	2	2	2	2	2	2	2

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
Fireline Tools								
Water, drinking, gal. (1 gal per person minimum)	4	3	3	3	3	3	3	2
Fusees	24	24	24	24	24	24	24	
McLeod	2	2	2	2	2	2	2	
Pulaski	2	2	2	2	2	2	2	1
Shovel or Combi tool	2	2	2	2	2	2	2	1
Backpack Pump	2	2	2	2	2	2	2	
File, Mill, Bastard	1	1	1	1	1	1	1	1
Chainsaw Kit			1	1	1	1		
Structural Fire Tools								
Debris Bag	1	1						
Fire Axe	1	1						
Forcible Entry Tool	2	2						
Hall Runner	1	1						
Ladder, 10' Attic	1	1						
Ladder, 14' Roof	1	1						
Ladder, 24' Extension	1	1						
Pike Pole 6 or 8'	1	1						
Salvage Cover 12 x 18'	1	1						
SCBA	4	3						
Spare SCBA Bottle	4	3						
Square Point Shovel	1	1						

Misc. Accessories								
Bag, Garbage	3	3	3	3	3	3	3	3
Batteries, Size AA	24	24	24	24	24	24	24	24
Spare Tire			1	1	1	1	1	
Can, Gas, 2 gal with gas	1	1	1	1	1	1	1	1
Chain, Tow or Tow Strap			1	1	1	1	1	
Extinguisher, Fire, 10 lb	1	1	1	1	1	1	1	1
Flagging, roll	1	1	1	1	1	1	1	1
Flashlight	1	1	1	1	1	1	1	1
Jack (size appropriate for vehicle) & lug wrench	1	1	1	1	1	1	1	1
Radio, Mobile, with 154.280 capability	1	1	1	1	1	1	1	1
Kit, First Aid, 10 pers.	1	1	1	1	1	1	1	1
Rations, MRE's or equals	12	12	12	12	12	12	12	6
Reflector, Emergency	1	1	1	1	1	1	1	1
Kit, Vehicle Maintenance Tool	1	1	1	1	1	1	1	1



Request for City Council Action

Title:	Cell Phone Analysis Software purchase		
	June 22, 2916	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Police Department	Supporting Documents:	Memorandum/ Grant
Prepared By:	Chief of Police, F.Balkcom	Presented By:	Lt. L. Jones
Reviewed By:		Approved By:	
Proposed Action:	Request Mayor Diak and Council approve Grant for Cell Phone Analysis Software purchase		

BACKGROUND:

The Page Police Department Criminal Investigations Division is in need of cell phone analysis software to enhance our investigative capabilities and expedite the criminal justice process. Our current procedure is to prioritize the cases involving the need for cell phone data analysis and then send the evidence to the Rocky Mountain Information Network (RMIN) office in Phoenix, AZ. While RMIN does an outstanding job, this process can often be difficult, costly and time-consuming.

BUDGET IMPACT:

Reimbursement request submitted to METRO Board for RICO Funds. The Grant will pay for \$3,990.00 of the \$6,395.00 cost for the software. If RICO funds are not approved the budget impact will be \$2,495.00.

ALTERNATIVES CONSIDERED:

Continue to use RMIN for phone analysis.

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Request Mayor Diak and Council approve Grant for Cell Phone Analysis Software purchase



a memorandum from the

Page Police Department

Courage • Compassion • Integrity

DATE: June 9, 2016
TO: Chief Frank Balkcom Sr.
FROM: Lieutenant Lawrence Jones
RE: Cell Phone Analysis Software Justification

The Page Police Department Criminal Investigations Division is in need of cell phone analysis software to enhance our investigative capabilities and expedite the criminal justice process. Our current procedure is to prioritize the cases involving the need for cell phone data analysis and then send the evidence to the Rocky Mountain Information Network (RMIN) office in Phoenix, AZ. While RMIN does an outstanding job, this process can often be difficult, costly and time-consuming. You need to follow the RMIN submission protocols (*Attachment A*) and shipping instructions (*Attachment B*), completing an Analytical Services Request (*Attachment C*) and a CFU Case Information Form (*Attachment D*).

For example, in a recent case (DR 14-10338), a cell phone requiring examination was shipped to RMIN on November 20, 2014. It was returned to our Evidence Division on October 15, 2015. There were several calls to RMIN afterwards to obtain information about the extracted data and how to access it. This process also sometimes requires travel to transport items back and forth.

We currently have 48 cell phones stored as evidence at the Page Police Department. A small percentage of these phones are currently submitted for analysis. With cell phone analysis software at the Page Police Department, a much higher percentage of these phones could be analyzed. Also, by having cell phone analysis software on site, with individuals trained to use it, we could often have the analysis completed in one day, instead of almost a year in some cases. This resource would be a tremendous asset in conducting criminal investigations and getting cases prosecuted in a timely manner. Victims are often frustrated with the time it takes cases to be submitted for prosecution.

This equipment would also fall under our Page Police Department Strategic Plan 2016-2018:

- **Strategic Goal # 1: Address Crime and Enhance Community Safety**
 - The Page Police Department is committed to fighting crime and increasing community safety in Page through the development of adaptive and proactive crime suppression strategies and intelligence-led policing that focuses on analyzing and predicting criminal activity to optimize the allocation of police resources.
 - Objective 1.1- Utilize Intelligence-Led Policing to detect and suppress crime.
 - Objective 1.3- Reduce Part 1 Crimes by 3%.

- **Strategic Goal # 4: Enhance Innovation and Technology**

- The Page Police Department is committed to enhancing innovation and technology by incorporating law enforcement best practices and technology into our operations, challenging the limits of traditional public safety methods, and using technology to enhance the crime-fighting mission.
 - Objective 4.5- Establish a process for continual identification and prioritization of technology needs.
 - Objective 4.6- Investigate and evolve from reactive policing to DATA based policing.

I have contacted three cell phone forensics companies:

- **Susteen**
 - 2016 Susteen Community Outreach Mobile Forensics Grant (*Attachment E*)
 - Needed add-on equipment available at additional cost:
 - SV Strike pincode breaker-\$699
 - APEX Physical Explorer-\$999
 - Limited capability, less expensive, good 'starter' system
- **Cellebrite**
 - Pending contact from company for further information/quotes
 - Most-used, best technology, most expensive
- **BlackBag Technologies**
 - Quote included (*Attachment F*); pending contact from company for further information about capabilities
 - Used and recommended by Detective with Prescott Valley PD in conjunction with Susteen

The total cost for the Secure View 4 software and connections (\$2495) + SV Strike pincode breaker (\$699) + APEX Physical Explorer (\$999) is \$4,193.00. We would make the use of this software available to any regional Law Enforcement Agency.



Susteen, Inc.
 18818 Teller #102
 Irvine, CA 92612
 TEL: (949) 341-0007
 FAX: (949) 341-0008

YOUR MOBILEPHONE FORENSIC TOOL	
Name:	Larry Jones
Organization:	Page Police Department
Address:	1808 Coppermine Rd
City:	Page, AZ 86046
Phone:	(928) 645-2462
E-mail:	ljones@cityofpage.org

Date	6/15/2016
Valid To	7/15/2016
Terms	CC/Net30
RF #	sv4-051

Qty	Part Number	Description	MSRP	Grant	Department Cost
1	CP200-S10-001	SecureView4 With 1 Year Maintenance and Support Includes: Deleted Data, Intelligence Gather Software, full cable kit, Analytics	\$6,395	\$3,900	\$2,495
		Options: SV Strike Pincode/Passcode Breaking Software APEX Physical Viewer and Analyzer Certified Training	\$699 \$995 \$995		

SubTotal	\$ 2,495.00
Shipping & Handling	\$0
Taxes	\$ -
TOTAL	\$ 2,495.00

Prepared By	_____	Krista Karpan
	Krista Karpan	(949) 789-8208
	Accounts Manager	fax: (949) 341-0008
	Susteen, Inc.	kkarpan@susteen.com

*All prices are subject to all applicable state and/or local taxes and Import Fees.
 Terms are subject to credit department approval.*



Request for City Council Action

Title:	Agenda Management Program		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk	Supporting Documents:	Agreement
Prepared By:	City Clerk Kim Larson	Presented By:	Kim Larson
Reviewed By:		Approved By:	
Proposed Action:	Motion to approve AgendaQuick Software as a Service (SAAS) Agreement		

BACKGROUND:

At the May 11, 2016 Regular City Council Meeting, the Council approved proceeding with an automated agenda management program.

The City Clerk has looked into several vendors for an agenda management program for the City of Page. After reviewing several presentations and talking to vendors, it is the Clerk's suggestion to recommend AgendaQuick Software.

BUDGET IMPACT:

One-time Installation Fee - \$2,750.00

Annual Hosting Fee with Basic Formtraxx - \$5,300.00.

STAFF RECOMMENDATION:

Motion to authorize the Mayor to sign the AgendaQuick Software as a Service (SAAS) Agreement.

AGENDAQUICK SOFTWARE AS A SERVICE (SAAS) AGREEMENT

EFFECTIVE DATE: July 1, 2016

PARTIES:

1. Destiny Software Inc. ("Supplier"), of 19724 166th Ave NE, Woodinville, Washington 98072; Mailing address: PO Box 827, Woodinville, WA 98072 and
2. City of Page, Arizona ("Customer") of 697 Vista Avenue, Page, AZ 86040

BACKGROUND:

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of agenda & minutes preparation, public records requests, video integration and workflow & process management.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

AGREED TERMS:

1. **Definitions.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Business Day: any day which is not a Saturday, Sunday or public holiday in the U.S.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in clause 10.5.

Customer Data: the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Initial Subscription Term: the initial term of this agreement as set out Schedule 2

Meeting Type: any individual meeting type purchased by the Customer and created within the system for the purpose of using the Services, pursuant to clause 8.1 and Schedule 1

Normal Business Hours: 8.00 am to 5.00 pm local PST time, each Business Day.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier, as set out in paragraph 1 of Schedule 1, to the Customer under this agreement via the website assigned to the Customer by the Supplier, or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 13.1.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at the website assigned to the Customer by the Supplier, or such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.1 A reference to writing or written includes faxes but not e-mail.

2. MEETING TYPES & USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the Meeting Types and User Subscriptions in accordance with clause 3.3 and clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the number of Meeting Types and Authorized Users, the Customer undertakes that:

- (a) the maximum number of Meeting Types and Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of Meeting Types and User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;
- (c) each Authorized User shall keep a secure password for their use of the Services and Documentation and that each Authorized User shall keep their password confidential;
- (d) it shall maintain, within the security administration portion of the application, an up to date list of current Authorized Users and promptly remove any unauthorized Users;
- (e) it shall permit the Supplier to audit the Services in order to establish the number of Meeting Types and the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within [10] Business Days of the date of the relevant audit.

2.3 The Customer shall not knowingly access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or
- (f) causes damage or injury to any person or property;

(g) and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide non-governmental services to third parties; or

(d) subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.5 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL MEETING TYPES & USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Meeting Types and/or User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Meeting Types and/or User Subscriptions in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional Meeting Types and/or User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional Meeting Types and/or User Subscriptions and respond to the Customer with approval or disapproval of the request (such approval not to be unreasonably withheld).

3.3 If the Supplier approves the Customer's request to purchase additional Meeting Types and/or User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional Meeting Types and/or User Subscriptions as set out in paragraph 1 of Schedule 1 and, if such additional Meeting Types and/or User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. **SERVICES**

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10:00 pm to 2:00 am PST time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The amended Support Services Policy shall apply to Customer after Supplier has provided 60 days' notice to Customer. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

5. **CUSTOMER DATA**

5.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

5.3 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at the website assigned to the

Customer by the Supplier, or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

- 5.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the state where the Customer and the Authorized Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
 - (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;
 - (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (d) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (e) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly Authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the

Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.3 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement, and
- 6.4 shall comply with all applicable laws and regulations with respect to its activities under this Agreement.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- (a) provide the Supplier with:
- (i) all necessary co-operation in relation to this agreement; and
- (ii) all necessary access to such information as may be required by the Supplier; in order to render the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;
- (e) Subject to clause 6.3, obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 8 and Schedule 1.

- 8.2 The Customer shall on the Effective Date provide to the Supplier approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
- (a) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 8.3 If the Supplier has not received payment within [30 days] after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may, without liability to the Customer, after 10 days' notice to Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on such due amounts at an annual rate equal to 10% commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4 All amounts and fees stated or referred to in this agreement:
- (a) shall be payable in U.S. dollars
 - (b) are, subject to clause 12.4(b) and any applicable Arizona statutes or law, non-cancellable and non-refundable;
 - (c) are exclusive of state and local taxes (if applicable), which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.5 If, at any time while using the Services, the Customer exceeds the amount of disk storage space specified in Schedule 1, the Supplier shall charge the Customer, and the Customer shall pay the Supplier's then current excess data storage fees. The Supplier's excess data storage fees current as at the Effective Date are set out in Schedule 1.
- 8.6 The Supplier shall be entitled to modify the Subscription Fees, the fees payable in respect of the additional Meeting Types and/or User Subscriptions purchased pursuant to clause 3.3 and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly. However, the Supplier shall not modify the Subscription Fees from those set forth in Schedule 1, paragraph 1, during the first five (5) years.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.
- 9.2 The Supplier acknowledges and agrees that the Customer owns all property rights to the data and content provided by the Customer.
- 9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 This clause 10 shall survive termination of this agreement, however arising.

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) caused by Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

11.2 The Supplier shall, subject to clause 11.5, defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United States patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defense or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer except those outlined in clause 11.2.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees, agents and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. **LIMITATION OF LIABILITY**

12.1 Subject to the provisions of clause 11 this clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services and Documentation or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term – July 1, 2016 thru June 30, 2017 unless:

- (a) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

- (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt: or
- (i) upon 30 days written notice by either party; or
- (j) Non-appropriation of funds. Every payment obligation of the Customer under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. Notwithstanding any other provision of this agreement, if funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Customer at the end of the period for which funds are available. Upon such termination, the

Customer shall have no further obligation hereunder, other than to pay for services rendered prior to termination; or

- (k) Cancellation for conflict of interest. This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this agreement by reference.

13.3 On termination of this agreement for any reason:

- (a) all licenses granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay the lesser of either the reasonable expenses or actual expenses incurred by the Supplier in returning or disposing of Customer Data; and
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

14. **FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. **WAIVER**

15.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

16.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. ENTIRE AGREEMENT

17.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

18. ASSIGNMENT

18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).

21. NOTICES

21.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

21.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

22. GOVERNING LAW AND JURISDICTION

22.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the laws of the State of Arizona.

22.2 This agreement, including its payment obligation, is performable in Coconino County, Arizona and venue for all actions in connection with this Agreement shall lie exclusively in Coconino County, Arizona.

22.3 Compliance Requirements for A.R.S. § 41-4401. The Supplier warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 and 23-214, subsection A.

This agreement has been entered into on the date stated at the beginning of it.

CITY OF PAGE

DESTINY SOFTWARE INC.

PER: _____

PER: _____

NAME:

NAME: DEAN DICKINSON

TITLE:

TITLE: VICE PRESIDENT

ATTEST:

By _____
City Clerk

Approved As To Form:

By _____
City Attorney

Schedule 1 - Subscription Fees

Software Application and Platform – AgendaQuick SaaS

1. **SUBSCRIPTION FEES – UP TO 5 MEETING TYPES/UNLIMITED USERS**

The Subscription Fees shall amount to a total of \$4,800 for the FIRST year. Subscription Fees for the SECOND year shall amount to \$4,800. Subscription Fees for the THIRD year shall amount to \$4,800. Subscription Fees for the FOURTH year shall amount to \$5,200. Subscription Fees for the FIFTH year shall amount to \$5,200. Subsequent years will be adjusted based on the average usage of the previous 2 years, estimated number of Users, data storage and number of Meeting Types.

2. **SUBSCRIPTION FEES – FORMTRAXX – Optional**

The Subscription Fees for FormTraxx forms shall amount to a development fee based on the following form type; Basic \$500, Transitional \$650 and Complex – beginning at \$750. FormTraxx forms may be added at any time during the agreement period A yearly subscription fee of \$500 per form beginning year two to coincide with the annual renewal date of AgendaQuick.

3. **SETUP, IMPLEMENTATION & TRAINING**

Setup, Implementation & Training fees shall amount to a total one time charge of \$2,750. Initial Administration and User training is provided online and available without charge for 9 months from the contract date. Additional Online Administration or User training for new users or administrators after the initial setup and training period is \$90 per 90 minute session. Optional Onsite User training for two days is \$2,500 plus \$1,100 for each additional day in succession.

4. **DISK STORAGE ALLOCATION**

The amount of disk storage allocated to Customer during the term of this agreement is 10GB. (Customer disk storage is estimated to be less than 1GB annually)

5. **EXCESS STORAGE FEES**

DISK STORAGE IN EXCESS OF 10GB WILL BE SUBJECT TO SUPPLIER'S EXCESS STORAGE FEES (CURRENT AS AT THE EFFECTIVE DATE) AS SET OUT BELOW:

1MB TO 200MB	-	\$10/MONTH
201MB TO 500MB	-	\$20/MONTH
501MB TO 1GB	-	\$50/MONTH
EACH ADD'L 500MB	-	\$10/MONTH

Schedule 2 – Subscription Term

Software Applications and Platform – AgendaQuick & FormTraxx SaaS

1. **Initial Subscription Term: One year from effective date with automatic annual renewals unless terminated by either party per agreement terms.**

NACOG

Northern Arizona
Council of Governments

Apache • Coconino • Navajo • Yavapai



Chris Fetzer
Executive Director

May 31, 2016

Mayor Bill Diak
City of Page
PO Box 1180
Page, AZ 86040

Dear Mayor Diak:

According to the NACOG By-laws, NACOG member governments are required to annually designate, in writing, their representative to the NACOG Regional Council. The member may also name an alternate who is an elected official to vote in case of absence of the official representative.

Because we are approaching the beginning of a new fiscal year, we would like to take the time to officially update our files. Please send me a letter, at your convenience, indicating the City's official representative on the NACOG Regional Council. Remember that you may also designate an elected official alternate if you prefer to avoid proxies.

I have enclosed a calendar of this year's meeting dates, so that you will know when making your membership designation of the time commitment involved with Regional Council service.

Please feel free to contact me if you have any questions about NACOG or the Regional Council.

Sincerely,

Chris Fetzer
Executive Director

Cc:

Crystal Prentice

NACOG 119 E. Aspen Ave Flagstaff, AZ 86001 T 928-774-1895 F 928-773-1135 nacog.org

For TTY access, call the Arizona Relay Service at 800-367-8939 and ask for NACOG at 928-774-1895.



2016 Regional Council Meetings

<u>Date</u>	<u>Location</u>
February 25, 2016	High Country Conference Center
April 28, 2016	Town of Prescott Valley, Town Library
June 23, 2016	High Country Conference Center
August 25, 2016	City of Show Low, Location TBD
October 27, 2016	High Country Conference Center

Time:	Executive Committee	9:00AM - 10:00AM
	Regular Session	10:00AM - 12:00PM
	Lunch	12:00PM - 1:00PM

High Country Conference Center
 201 West Butler Ave.
 Flagstaff, Arizona
 (928) 523-7778
 Fax: (928) 523-7779

Prescott Valley Town Hall
 7501 East Civic Circle
 Prescott Valley, Arizona 86314
 (928) 759-3000



Request for City Council Action

Title:	Assistant Magistrate Judge Reappointments		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other - Council	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Magistrate	Supporting Documents:	
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	Mag. Judge Rick Olson	Approved By:	Mag. Judge Rick Olson
Proposed Action:	Motion to re-appoint John Cook and William Cobb as Assistant Magistrate Judges for a two-year term ending June 30, 2018		

BACKGROUND:

The Page Magistrate Court utilizes Assistant Magistrate Judges to meet the 24/7 obligations of the Court. Currently, John Cook and William Cobb are serving by prior appointment of the Mayor and Council. The current term for the Assistant Magistrates ends on June 26, 2016 and needs to be renewed for a two year term.

ALTERNATIVES CONSIDERED: N/A

STAFF RECOMMENDATION:

I move to reappoint John Cook and William Cobb as Assistant Magistrate Judges for a two-year term ending June 30, 2018.



Request for City Council Action

Title:	Airport Advisory Board Appointment		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk	Supporting Documents:	Letter or Application
Prepared By:	City Clerk Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk Kim Larson	Approved By:	City Clerk Kim Larson
Proposed Action:	Motion to appoint _____ to the Page Airport Board for a term ending June 2019		

BACKGROUND:

There are three (3) vacancies on the Airport Advisory Board. A letter requesting to remain on the Airport Advisory Board was received from Christopher Large and Steven Blevins.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint _____ to the Page Airport Board with a term ending June 2019.

I move to appoint _____ to the Page Airport Board with a term ending June 2019.

I move to appoint _____ to the Page Airport Board with a term ending June 2019.

Airport board

Tue 4/26/2016 9:28 AM

From: Christopher Large

To: cityclerk@cityofpage.org

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CITY CLERK'S OFFICE
16 APR 27 AM 8:29



Kim Larson,

My name is Christopher Large and am currently on the Airport Board. I recently received a letter in the mail stating my term will expire on June 30th 2016. It is my wish to remain on the Airport Board for another term. If you need anything further from me please let me know.

--

Best Wishes,

Christopher Large
Lake Powell Jet Center
chris@lakepowelljetcenter.com
W: (928) 645-2987
C: (386) 214-9967

Re: Airport Advisory Board - term expires June 30, 2016



Tue 6/14/2016 7:50 PM

From: STEVEN BLEVINS

To: cityclerk@mail.cityofpage.org

yes I would like to serve again on the airport board. thank you

On Tue, Jun 14, 2016 at 7:27 AM, City Clerk <cityclerk@cityofpage.org> wrote:

Mr. Blevins,

If you are interested in another term on the Airport Advisory Board, please respond to this e-mail with a note requesting to be considered for another term. Your current term will end June 30, 2016.

City Council will be making the appointments for the next term at the June 22, 2016 City Council Meeting. Your immediate response to this e-mail is be greatly appreciated.

Thank you,

Kim L. Larson

Kim L. Larson, CMC

City Clerk

P.O. Box 1180

Page, AZ 86040

(928) 645-4221

(928) 645-4227 fax

cityclerk@cityofpage.org

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CITY CLERK'S OFFICE
16 JUN 15 AM 8:38

****NOTICE****

To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

Request for City Council Action

Title:	Community Center Advisory Board Appointment		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Letter
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint/reappoint _____ to the Community Center Advisory Board		

BACKGROUND:

There are two vacancies on the Community Center Advisory Board. A letter requesting to remain on the Board has been received from Dele Fischer.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint/reappoint _____ to the Community Center Advisory Board with a term ending June 2019.

I move to appoint/reappoint _____ to the Community Center Advisory Board with a term ending June 2019.

Serving on Page Com. Ctr. Board



Mon 5/2/2016 10:33 AM

From: dfischer@canyoncountry.net

To: cityclerk@mail.cityofpage.org

I agree to continue serving on the Page Community Center Board.

Dele Fischer

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CITY OF PAGE
CITY CLERK'S OFFICE
16 APR 32 PM 1:34

Request for City Council Action

Title:	Community Development Advisory Board		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other_Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Applications
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint _____ to the Page Community Development Advisory Board		

BACKGROUND:

There are two (2) vacancies on the Community Development Advisory Board. The City has received two (2) Board Appointment Applications, from Larry D. Clark, Sr. and John R. Mayes.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint _____ to the Community Development Advisory Board with a term ending June 2019.

I move to appoint _____ to the Community Development Advisory Board with a term ending June 2019.



**CITY OF PAGE
BOARD APPOINTMENT
APPLICATION**

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CITY CLERK'S OFFICE
16 APR 18 PM 1:56

Name: Larry D. Clark, Sr.	Date: April 15, 2016
Street Address: 1608 Pueblo St.	P.O. Box: 3071
City: Page	State: AZ Zip: 86040
Work Phone: N/A	Fax: N/A
Home Phone: 928-660-0911 (cell)	E-Mail: larryclark@pageazfirehorse.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES
<input type="checkbox"/>	Airport Advisory Board	Substance Abuse Task Force
<input type="checkbox"/>	Community Center Advisory Board	Page Utility Enterprises
<input type="checkbox"/>	Library Advisory Board	Board of Adjustment
<input type="checkbox"/>	Parks and Recreation Advisory Board	
<input type="checkbox"/>	Planning and Zoning Commission	
<input type="checkbox"/>	Public Safety Personnel Retirement System Board	
<input checked="" type="checkbox"/>	Community Development Advisory Board	
<input type="checkbox"/>	Youth Advisory Commission	

Brief statement of your qualifications for and/or reasons for applying for these Boards.

Resident of Page for 30 years. I built and have owned a home in Page since 1986. Have graduated 4 children from Page High School. I retired in Page upon the completion of 32 years of service in the National Park Service (NPS) with Glen Canyon NRA (GLCA) my last duty station. I hold a college degree in wildlife research from the University of Wyoming. I served on the Page Volunteer Fire Department for 6 years as Fire Captain/EMT and 10 years as full time Fire Chief. I owned a business in Page (food products distributor) for about 3 years, have owned several other small business ventures in reality & sales in several states and worked as a youth in my family's highway construction business. I have been active in local leadership positions in Boy Scouts for over 12 years & 4-H for over 25 years in 3 states. I have been a co-manager of the City of Page owned Vermillion Cliffs Arena & Corrals for about 4 years. I have worked as a volunteer for the City of Page. As Fire Chief I converted the fire department to a full time department and upgraded the fire rating for the city resulting in monetary savings in insurance rates for businesses and citizens. I have attended almost all City Council meetings and numerous City Board meetings in various categories (SATF, PUE, Tourism etc.) for 4 years and actively participate in open meetings and forums

My reasons for applying are I have a deep interest and love for the City of Page, its citizens, children and visitors. As a retired NPS employee I have great respect for "NPS Gateway Communities" such as Page and understand the complexities of such a relationship having lived in or was stationed next to several that were my family's "home town". I feel that my highly complex background and interest in local government are unique and my voice and thoughts will enhance the probability of the viability, vitality and success of the City and well-being of the citizens as well as highlight the city as a major destination point for people from around the world.

Signature:  Larry D. Clark, Sr.

Questionnaire for Board Candidates

Name:

Larry D. Clark, Sr.

Board(s) for which you are applying:

Community Development Advisory Board

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

I retired in Page upon the completion of 32 years of service in the National Park Service as a Research Biologist and Protection Ranger with my last 10 years in Page serving in various positions including Law Enforcement Specialist, Chief of Operations and Chief Ranger. As a Supervisory Park Ranger I was responsible for budgets in the multimillion dollar range with as many as 85 employees. I participated in NPS planning, programming and serving on details writing/reviewing such agency wide documents as NPS Guidelines 9 & 51 (Law Enforcement and EMS) plus others. I made court appearances as an "Officer Prosecutor", Court Liaison, interacted with the U.S. Attorney's and U.S. Solicitor's Offices. I served as Safety Officer, Criminal Investigator, representative of the Superintendent at various meetings involving interaction between various Indian Nations in several major National Parks and three National Recreation Areas. I supervised and managed emergency services in EMS, law enforcement, search & rescue, structural & wildland fire control and supervised training in all these fields. I was member of or lead special events teams that conducted special investigations (undercover drugs & major law enforcement actions) and/or supported event operations such as presidential visits (Carter & Nixon) and international dignitaries (Queen of England.) I participated in training for my agency as well as members of other agencies (county, state & federal) and countries (Saudi Arabia).

I was invited to join the Page Volunteer Fire Department in November 1995 serving in a volunteer position as an NREMT and Fire Captain until voted in as Fire Chief by the body of the fire department members and appointed as paid Fire Chief by Mayor Dean Slavins in 2002. I accepted the position as Fire Chief at half salary because of the dire financial state of the City of Page. In the 10 years that I served as Page's Fire Chief I upgraded the fire rating for the city resulting in monetary savings in insurance rates for businesses and citizens. I upgraded the fleet of outdated vehicles obtaining both a ladder truck and a Airport Rescue Fire Fighting truck, planned and lead the building of the Page Fire Training Grounds involving the Navajo Generating Station and the National Park Service. The NPS uses that training facility for structural fire training for crews from across the entire NPS system bringing crews in that spend as much as two weeks at a time in Page.

I am interested in serving on the Community Development Advisory Board because I have concerns about the future of Page. I care about the citizens of our city and how in the last 20 years it seems that nothing has really worked out well for Page financially. I have a broad background in tourism, beautification, enhancement of public lands, master planning, budgeting, event planning and coordination of activities and I feel that my personal skill sets from 48 years of training and experience would be of great assistance to the management of the City of Page. I feel that my skills would be most helpful in the realm of community development.

2. What do you think the relationship should be between the City Council and this Board?

A relationship of mutual trust and respect with a view toward realistic, achievable and measurable goals reflecting budgetary policies and financial responsibility that represents the needs of the local community.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

I am a firm believer in researching past problems and unsolved or inappropriate solutions that result in citizens feeling "Here we go again – will they never get it right!" I feel I am the person that can bring these things to light and provide paths to consider so history does not repeat itself.

4. What positive and negative issues do you foresee if you are appointed to this Board?

The positive issues are that I am obviously concerned about our community and its needs and I display a willingness to assist with suggestions and actual solutions.

I personally perceive no concept of negative issues.

5. Tell us why we should be interested in appointing you to this Board?

I have a four year history of being interested in the actions of the Council and various Boards. I have attended, as a citizen, more meetings than some persons who are seated on the various Boards. I have a skill set that is not well represented in some discussions.

(If you need more space, please continue on the back of this form and refer to the question number.)



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15 NOV -5 AM 11:46

**CITY OF PAGE
BOARD
APPOINTMENT APPLICATION**

Name: John R. Mayes	Date: 11-5-15
Street Address: 243 N. Navajo Dr	P.O. Box: 836
City: Page	State, Zip: AZ 86040
Work Phone: <input checked="" type="checkbox"/>	Fax:
Home Phone: Cell 702 239 2150	E-Mail: JRMayer9@aol.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES	
<input type="checkbox"/>	Airport Advisory Board	<input type="checkbox"/>	Substance Abuse Task Force
<input type="checkbox"/>	Community Center Advisory Board	<input type="checkbox"/>	Page Utility Enterprises
<input type="checkbox"/>	Library Advisory Board	<input type="checkbox"/>	Board of Adjustment
<input type="checkbox"/>	Parks and Recreation Advisory Board		
<input checked="" type="checkbox"/>	Planning and Zoning Commission		
<input type="checkbox"/>	Public Safety Personnel Retirement System Board		
<input checked="" type="checkbox"/>	Community Development Advisory Board		
<input type="checkbox"/>	Youth Advisory Commission		

Brief statement of your qualifications for and/or reasons for applying for these Boards.

<p>See Attached</p>
Signature:

Brief statement of your qualifications for and/or reasons for applying for these Boards.

Having moved to Page in 1957, at the age of 6yrs, I have literally watched Page grow from nothing but a plateau dessert into the City it has grown to be at the present. To say that I am extremely interested in the efforts of working as a team member in efficiently planning the continued expansion of our property recourses, would be an understatement. It is vitally important to the community of Page that our precious commodity (our land) is planned out in such a way that would benefit everyone now, and our future generations.

I have approximately 30 years of experience working for the City of Carson City Nevada Municipality. The last 10 years of my tenure were spent working in the position of Risk Manager. I worked directly with the Mayor, City Manager, District Attorney's Office, and the Board of Supervisors. I worked with all the managers and directors on a daily basis. I prepared the annual budget for Worker's Compensation and the Cities Property and Liability Insurance, and publicly presented it to the Board of Supervisors. I enjoyed a good rapport with everyone I worked with.

Signature:

John R. Mayes

Board(s) for which you are applying:

- Planning and Zoning Commission
- Community Development Advisory Board

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on these Boards.

I have 30 years experience working within a city municipality, which included 10 years working in wastewater reclamation as a certified operator. The next 10 years, I worked in the position of Environmental Control Officer. I was then promoted to the position of Safety Manager for the City of Carson City, and, after learning the insurance business, I was promoted to the position of Risk Manager.

2. What do you think the relationship should be between the City Council and this Board?

Any Board to the City Council should be made up of dedicated, reliable, and honest team players. The members must be willing to work together for the benefit of the City Council, and most importantly, for the citizens of Page. These members should never be contentious or have hidden agendas. Member's should agree to disagree and continue to work through all items of concern until the very best solution is reached.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented.

Before I can accomplish anything on the two Boards that I am seeking to be a part of, I will need to jump right into the middle of whatever initiatives/items of concern that are presently on the table. I will listen, learn, and take direction from those who are knowledgeable. I will then be in a position to offer ideas, and recommendations for solutions. At present, I do not have any specific agendas except to become involved in a positive way and to be a reliable and dedicated team player. I will draw from my past 38 years experience as a professional in City Government and the private Corporate Resort Industry. I hope to have the opportunity to share some of the experience and knowledge that I have gained both from a city municipality and resort operations. I have worked for Forever Resorts for the past 7 years and have gained much experience in the importance of tourism. A resort operation is solely dependent upon tourism. Page is largely

dependent on tourism, and there are many different ways a team of board members could consider in order to attract additional tourist to our City of page.

4. What positive and negative issues do you foresee if you are appointed this Board?

I do not foresee any negative issues at this time. I will need to listen and learn about all the present issues before I can determine how I can positively contribute to the solutions of whatever issues are presently at hand. I will work hard to attain the solutions to all issues that arise.

5. Tell us why we should be interested in appointing you to this Board?

(Please see attached Resumes)

For the past 7 years, I have held the position of Director of Environmental & Safety Director for Forever Resorts Inc. I have always been a public servant in one capacity or another. I understand and know the importance of working together for the benefit of the whole. I am loyal, dedicated, and I am very much a people person. I am not afraid to stand up for what I believe to be in the best interest of whatever I am representing, i.e., Page City Council, and the citizens of Page. I know that I have enough professional background to be a valuable team member on the Planning and Zoning Commission and the Tourism Board.



Safety, Risk & Environmental Management

PO Box 836
243 Navajo Drive
Page, Arizona 86040
cell: (702) 239-2150
email: jrmayes9@aol.com

Personal Statement

With my background in both the government and private sectors of the Safety, Risk and Environmental Management fields I have developed an impressive base of knowledge and skills in auditing existing systems for compliance, developing new systems for the future, and negotiating to find fair and equitable relationships with regulators, insurance companies and workers organizations. I do my work with a high degree of personal integrity and pride while mentoring those who work for me to do their best as well.

Work History

City of Carson City, NV

1973 -2001

- ◆ Waste Water Reclamation Operator
- ◆ Environmental Control Officer
- ◆ City Safety Manager
- ◆ City Risk Manager (Directly reporting to the City Manager and the Mayor)

At the time I left the City government my responsibilities included Risk management in all of the Public Works departments, working directly with the District Attorney on insurance liabilities and lawsuits, issuing RFP's for property and liability insurance, developing and implementing safety and risk programs for city agencies and departments, coordinating the City's compliance to the Americans with Disabilities Act, and administering Workman's Compensation programs. My direct reports managed the Health Benefits for all employees of the City and audited all safety programs.

Forever Resorts, Scottsdale, AZ

2002 - 2008

- ◆ Director of Environmental Program/Risk Management

In this position my responsibilities included maintaining environmental management systems, maintaining Federal, state and local regulatory requirements, managing and training personnel at the numerous Forever Resort properties to maintain Forever Resorts standards as well as those of environmental standards ISO 14001 and the safety British Standard 18000.

Professional Designations

- ◆ Certified Public Risk Manager
- ◆ Hazardous Materials Responder
- ◆ Nevada Water Pollution Control Certification
- ◆ Business and Safety Advisory Board
- ◆ Page City Planning and Zoning Board Member

Request for City Council Action

Title:	Library Advisory Board Appointment		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other _Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Letter
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint/reappoint _____ to the Library Advisory Board		

BACKGROUND:

There are three vacancies on the Library Advisory Board. A letter requesting to remain on the Library Advisory Board was received from Charles Goodrich.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint/reappoint _____ to the Library Advisory Board with a term ending June 2019.

I move to appoint/reappoint _____ to the Library Advisory Board with a term ending June 2019.

I move to appoint/reappoint _____ to the Library Advisory Board with a term ending June 2018.

Page Library board

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CITY CLERK'S OFFICE
16 MAY 12 PM 12:07



Thu 5/12/2016 9:38 AM
From: charles goodrich
To: cityclerk@cityofpage.org

I wish to continue serving on the Page Library board. Please consider this my letter of intention with a personal endorsement from Debbie Winlock. Thank you for the opportunity to serve my community.
Charles Goodrich, Marble Canyon

Request for City Council Action

Title:	Parks and Recreation Advisory Board		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Applications
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint _____ to the Parks and Recreation Advisory Board		

BACKGROUND:

Due to the resignation of Michael Woods from the Parks and Recreation Advisory Board there is one (1) vacancy on the Page Parks and Recreation Advisory Board. The City has received two (2) Board Appointment Applications from Kai Scott, and Steve Blevins.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint _____ to the Parks and Recreation Advisory Board with a term ending June 2018.

15 DEC 14 PM 12:54

**CITY OF PAGE
BOARD
APPOINTMENT APPLICATION**

Name: Kai Scott	Date: 12/11/15
Street Address: 326 S. RAINBOW	P.O. Box: 4851
City: PAGE, AZ	State, Zip: 86040
Work Phone:	Fax:
Home Phone: 509-993-6353	E-Mail: kaifox@juno.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES	
	Airport Advisory Board		Substance Abuse Task Force
	Community Center Advisory Board		Page Utility Enterprises
2	Library Advisory Board		Board of Adjustment
1	Parks and Recreation Advisory Board		
	Planning and Zoning Commission		
	Public Safety Personnel Retirement System Board		
	Community Development Advisory Board		
	Youth Advisory Commission		

Brief statement of your qualifications for and/or reasons for applying for these Boards.

<p>I have worked as a librarian and a parks and rec instructor in Ft. Collins, CO and am a fitness professional and lifelong volunteer for communities I have lived in. I am able and very willing to serve the Page Community on either or both of these boards.</p>
Signature: 

Questionnaire for Board Candidates

Name: Kai Scott
Board(s) for which you are applying: Parks + Rec Advisory Bd, Library Advisory Bd.

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.
Please see my attached resume for my work experience.
I am interested in serving the Page community on the Parks + Rec Bd and/or the Library Bd due to my work experience with both venues and my desire to give back to the community.

2. What do you think the relationship should be between the City Council and this Board?
The boards should serve in an advisory and review capacity for the city council to enhance and develop new programs in both these areas to engage residents and promote involvement. These boards will strive to diligently improve, promote, and enhance operations, programming and maintenance of these two vital community assets.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

I would strive to assist in development of new programming and enhance or expand existing offerings at the library and within the park's and rec facilities while maintaining infrastructure support and facilities longevity.

4. What positive and negative issues do you foresee if you are appointed to this Board?

The positives are my increased community involvement and the negatives are the time commitments and the limited funding sources.

5. Tell us why we should be interested in appointing you to this Board?

I have experience in developing programs in both a library + Parks and Rec venue in previous employment and I am energetic, enthusiastic and experienced. I work well independently and as a part of a team and have built my career around cohesive, team-focused leadership.

(If you need more space, please continue on the back of this form and refer to the question number.)

Kai Scott, DPT, CBS, AWLS, CCRP, ACHE*

PO Box 4851, Page, AZ 86040

509-993-6353

kaifox@juno.com, kai.scott@bannerhealth.com

Objective

To serve a rural community in a performance driven, health care management capacity by fostering personal and professional development of team members, and by developing interregional connections to maximize economic success

Executive Proficiencies, Benchmarks, & Milestones

- **Leadership:** Create strong, cohesive teams, raise employee performance, rapidly maximize client and stakeholder satisfaction, responsive personnel administration
 - **Exceptional motivator and strategist:** maximize profits in challenging operations, apply Lean 6 Sigma and a broad range of planning strategies, increase team interconnectivity and support
 - **Standards focused:** proficient in multisite support and seamless operations transitions within the Banner Health Management Structure, business model analysis and restructuring, adept management of cultural and organizational diversity
-

Professional History

11/14—present **Banner Staffing Services –Travel Rehabilitation Services Senior Manager** – Full Time (F/T), Dan Curtis (970)-378-4682

Fiscal and operations management and dynamic team leadership through Lean 6 Sigma business analysis, talent acquisition and development, interdisciplinary partnering, community relations and outreach, excellent patient care, inventory control and budgeting, computer support, and policy and documentation authorship.

- Rapid turnaround from one of five lowest performing departments to one of five highest performing departments via team development and process analysis - increased revenue from \$1k/mo gross to above \$120K/mo gross revenue in 3 months through work process optimization and cohesive leadership
- Hardwire system process maximization to recover \$85K loss and obtain \$100K gross in 2 months
- Spearhead site acquisition to dynamically respond to community demand
- Increasing service lines to expand revenue streams, enhance community satisfaction, and support corporate goals: Swing Bed and Children's services, resulting in increased community satisfaction and decreased patient /family travel times
- Shared leadership resource initiation: outreach to two additional BHS rehab clinics to maximize leadership efficiency models and assist other Critical Access Hospital (CAH) hospitals in Banner systems improved compliance
- Realized Medicare (MC) compliance within 2 weeks to recover from \$85K returned funds to payer source in 2014 through documentation improvement and hardwiring of compliance procedures
- Acquired talent to stabilize and grow team: clinic growth from 1 Physical Therapist (PT) to 5 PTs in less than 5 months, despite Hard to Fill designations

9/14—11/14 **Amangiri Resorts – Assistant Spa Manager** – F/T, Anthony Andra (435)-675-3999

Spa operations management and team leadership, Lean 6 Sigma analysis, service expansion identification, talent development, supply and inventory control, policy and documentation authorship, and computer support.

10/13—9/14 **Page Hospital – Rehabilitation Services Senior Manager** – F/T, Sandy Haryasz (928) 645-0115

Provided comprehensive operations and fiscal analysis, planning, and development through team management and Lean 6 Sigma analysis, talent acquisition and development, system-wide outpatient rehab Banner leader, exemplary patient care, inventory control and budgeting, computer support, and policy authorship.

- Community and employee outreach accomplished: Wellness Wednesday, monthly Lake Powell Chronicle articles, Caring for the Caregiver, and Fire Department and Emergency Services wellness partnership
- Improved patient and employee satisfaction from less than 80% to greater than 98%
- Diminished coding errors and no show rates in excess of 25% to less than 15%; raised charge efficiencies from below 80% to above 90%
- Developed business analysis and encompassing plans for long term strategic success of additional Banner System Rehab Clinic including SBARs and space/equipment/revenue/budgeting/expansion projections

Kai Scott, DPT, CBS, AWLS, CCRP, ACHE*

PO Box 4851, Page, AZ 86040

509-993-6353

kaifox@juno.com, kai.scott@bannerhealth.com

Professional History

10/12—10/13 **Coulee Medical Center – Inpatient Physical Therapist – F/T, Rick King (509) 633-3260**

Inpatient services operational management and team leadership provided through services planning, inventory control and budgeting, talent acquisition and development, computer support, and policy authorship. Delivered exemplary wound care and cardiac, pulmonary, orthopedic and neurologic physical therapy rehabilitation services.

- Community partnerships and outreach achieved: walking trail development and wellness promotion
- Comprehensive falls program developed and phased training accomplished, resulting in reduction of hospital wide falls by 80%, leading to diminished complications, length of stays, and adverse outcomes

10/12—10/13 **Grand Coulee Physical Therapy – Office Manager and Billing Specialist – Part Time (P/T), Rick King (509)633-3260**

Fiscal management and billing services rendered including deposit, payments, claims resolution and patient account management for an outpatient physical therapy clinic grossing over \$1M annually.

- Recovered of over \$100K lost revenue in unprocessed billing over the period of one year

02/11—10/11 **Raytheon Polar Services - Winter Over Hospital Manager and Physical Therapist – Seasonal F/T, Dr. Doug**

01/10—10/10 **Freer/Karen Yusko (800) 688-8606**

Directed operations and fiscal management and leadership and guidance of multiple hospital clinical services for the largest Antarctic US National Science Foundation research base, including day to day operations, services planning, continuous quality improvement oversight, and inventory monitoring and budgeting. Mentored over 50 varied medical professionals (MDs, PAs, FNP's, RNs, Paramedics, EMTs, WEMTs, flight medical crew, RT, CLT, field medics, and dentist), station-wide OSHA safety training supported, field personnel coordinated and trained, and medevacs managed. Outstanding patient care achieved in wound care, and cardiac, pulmonary, orthopedic and neurologic physical therapy rehabilitation services. Patient tracking database developed, and computer support provided.

- Joint international clinic conceptualized, developed, and staffed on New Zealand base within one month
- Processes improved to realize pharmacy inventory savings in excess of \$15k and supply savings in excess of \$25K in six months
- Organized, trained, and implemented MCI response for over 1500 community members

02/11-10/11 **Joint Antarctic Search and Rescue Team - Medical Lead—Seasonal F/T**

01/10-10/10

Medical support and training for Antarctic International Rescue Team developed and presented, assisted in grid and land search rescue efforts, certified Ice Rescue Rigging Ropes Technician.

- Organized and trained 15 multinational team members in medical assessment, interventions and response

01/09-10/09 **Raytheon Polar Services - Winter Over Physical Therapist – Seasonal F/T, Dr. Jeff Myers/Karen Yusko (800) 688-8606**

Delivered inpatient and outpatient wound care, and cardiac, pulmonary, orthopedic and neurologic patient physical therapy rehabilitation services, including ergonomic assessments and adaptations, community wide educational and fitness presentations, blood bank organization, peers counseled, and performed digital and film radiological and laboratory services.

- Recruited, organized and trained over 1500 volunteers for Mass Casualty Response

6/05-01/09 **College America: Academic Dean, Medical Dept. Chair, instructor – F/T, Joel Scimeca (970) 223-6060**

Developed staff and students in a medical college including recruitment, scheduling, mentoring, and supervision, created and taught online and clinical courses, and authored policy and curriculum.

- Accredited Commission of Career Schools and Colleges (ACCSC) designation achieved
- 50 staff members supervised and more than 550 students mentored
- Recruited and coordinated for community wide health fairs in cities exceeding 250K residents

7/01—10/11 **West Wind Therapy: Owner and Therapist – F/T, (Seasonal 2009-2011) Kai Scott (509) 993-6353**

Holistically treated equine and canine patients including orthopedic, neurologic, and wound care physical rehabilitation, injury prevention, nutritional counseling, behavioral training, and mentored, trained and supervised clinical rotation students.

- Consulted for Colorado State University Veterinary Teaching School as Assistant instructor for CSU VTH Pain Manage-

Kai Scott, DPT, CBS, AWLS, CCRP, ACHE*

PO Box 4851, Page, AZ 86040

509-993-6353

kaifox@juno.com, kai.scott@bannerhealth.com

Education and Licensures

Education:

- 2012 Doctorate Physical Therapy from AT Still University, Arizona School of Allied Health, graduated *summa maxima cum laude* (worked part-time)
- 2000 M.S. in Physical Therapy from Louisiana State University School of Allied Health Sciences, graduated *magna cum laude* (worked full-time)
- 1992 B. S. in Animal Sciences from Colorado State University, graduated *magna cum laude* (worked part-time)

Licensures and Certifications

- Ongoing BLS, ALS, ASHI and AHA professional instructor, AWLS, FEMA Professional Development Series, OSHA 132hr Certified Professional
PT Licensures Active: CO, AZ, UT, CA, (WA & LA—expired in good standing)
- 2014 Banner Health System Leadership Academy completion
- 2014 Banner Health Winning Strategies for Leaders
- 2014 Lean Six Sigma Black Belt Certification for Healthcare
- 2014 PMT Performance Movement Taping Certification and FMT Fascial Movement Taping Levels 1 & 2
- 2002 EMT Certification, NREMT registration (#B1857032), Co State EMT License (#045785), EKG certification, BASART (Basic Search and Rescue Training) through LCSAR, AHA BLS Instructor, ASHI First Responder Instructor, AWLS (Advanced Wilderness Life Support)
- 2001 Certified Biomechanics Specialist, NESTA with focus on ergonomics and injury prevention
- 2002 Colorado DMAT

Recent Selected Accomplishments:

- 2015 *ACHE American College of Health Care Executives Member: in first of three years to qualify for fellowship
- 2014 Who's Who of Executives and Professionals Honors Editions
- 2013 Coulee Dam Federal Credit Union Board of Directors Member

Volunteer/Community Relations:

- Community Charity Races: Walk a Mile in Their Shoes, Run 10 Feed 10, Run for Covenant House, Lake Powell VFW 5K
- Coulee Dam Federal Credit Union – Board Member at Large: Provided input into board meetings, assisted in annual performance review of credit union CEO
- Larimer County Emergency Services - Search and Rescue member: Comprehensive grid, land, and water search and rescue efforts and K9 support. Certified Ropes Rigging Rescue Technician and Certified Ice Rigging for Rescue Technician. Tracking trained

References Available Upon Request

15 NOV -5 PM 1:19

**CITY OF PAGE
 BOARD
 APPOINTMENT APPLICATION**

Name: Steve Blevins	Date: 11/5/2015
Street Address: 237 Aero Ave.	P.O. Box: 4973
City: Page	State, Zip:
Work Phone: 928-645 1858	Fax: 86040
Home Phone: 928-660-1375	E-Mail: blevinshd@gmail.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS	CITY AUTHORITIES
<input checked="" type="checkbox"/> Airport Advisory Board	Substance Abuse Task Force
<input type="checkbox"/> Community Center Advisory Board	Page Utility Enterprises
<input type="checkbox"/> Library Advisory Board	Board of Adjustment
<input checked="" type="checkbox"/> Parks and Recreation Advisory Board	
<input checked="" type="checkbox"/> Planning and Zoning Commission	
<input type="checkbox"/> Public Safety Personnel Retirement System Board	
<input type="checkbox"/> Community Development Advisory Board	
<input type="checkbox"/> Youth Advisory Commission	

Brief statement of your qualifications for and/or reasons for applying for these Boards.

I have 25 years experience in the building and construction industry. I want to promote orderly growth for The city of Page. Always keeping safety, health and general welfare in mind.

Signature: *Steve Blevins*

Questionnaire for Board Candidates

Name: <u>Steve Blevius</u>
Board(s) for which you are applying: <u>Planning and Zoning.</u>

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

I am 57 years old, I have lived in page AZ For 3 years But have been coming to page since 1975. To help promote orderly growth for the City of Page. Promote and develop within the citys General Plan. To make the City of Page the best it can be, for Tourism and full time residents.

2. What do you think the relationship should be between the City Council and this Board?

It should be a great working relationship between the board and council with the board making recommendations to the council.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

To help the city of Page become a better place to live and for tourists to visit.

4. What positive and negative issues do you foresee if you are appointed to this Board?

I am very open minded, I only want what is best for all involved, Nothing Negative.

5. Tell us why we should be interested in appointing you to this Board?

I truly have the citizens of page best interest at heart their health, safety, convenience and general welfare. as well as the tourists that visit here every year.

(If you need more space, please continue on the back of this form and refer to the question number.)

Request for City Council Action

Title:	Planning & Zoning Commission Board Appointment		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Office	Supporting Documents:	Application/Letters
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint/reappoint _____ to the Planning and Zoning Commission		

BACKGROUND:

There are two (2) vacancies on the Planning and Zoning Commission. The City has received two (2) letters requesting to remain on the Planning and Zoning Commission from Robert Peterson and William S. Justice, and a Board Appointment Application from Steve Blevins.

BUDGET IMPACT:

None

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint/reappoint _____ to the Planning and Zoning Commission with a term ending June 2019.

I move to appoint/reappoint _____ to the Planning and Zoning Commission with a term ending June 2019.

RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE

16 JUN -8 PM 12:08

Robert Peterson
P.O. Box 183
188 S, Navajo Drive
Page, AZ 86040
June 8, 2016

City of Page
P.O. Box 1180
Page, AZ 86040

To Whom It May Concern:

Recently I received a letter from Page City Clerk Kim Larson requesting that I submit a letter of intent if I wish to continue to serve on the Page planning and Zoning Commission. This letter is my response expressing my desire to continue to serve on the Commission.

I do wish to continue to serve on the Page Planning and Zoning Commission.

Sincerely,

Robert Peterson

April 26, 2016

Page Mayor and City Council,

I see my term for the Page Planning and Zoning Commission is about to expire and would like to take this opportunity to express my desire to continue as a commissioner for the next term. I've enjoyed the work and the challenge as well as the contribution to our community!

Thanks for the opportunity!

William S. Justice

PO Box 3249

Page, AZ 86040

928-645-5365

15 NOV -5 PM 1:19

CITY OF PAGE
BOARD
APPOINTMENT APPLICATION

Name: Steve Blevins	Date: 11/5/2015
Street Address: 237 Aero Ave.	P.O. Box: 4973
City: Page	State, Zip:
Work Phone: 928-645-1858	Fax: 86040
Home Phone: ^{cell} 928-660-1375	E-Mail: blevinshd@gmail.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS	CITY AUTHORITIES
<input checked="" type="checkbox"/> Airport Advisory Board	Substance Abuse Task Force
<input type="checkbox"/> Community Center Advisory Board	Page Utility Enterprises
<input type="checkbox"/> Library Advisory Board	Board of Adjustment
<input checked="" type="checkbox"/> Parks and Recreation Advisory Board	
<input checked="" type="checkbox"/> Planning and Zoning Commission	
<input type="checkbox"/> Public Safety Personnel Retirement System Board	
<input type="checkbox"/> Community Development Advisory Board	
<input type="checkbox"/> Youth Advisory Commission	

Brief statement of your qualifications for and/or reasons for applying for these Boards.

<p>I have 25 years experience in the building and construction industry. I want to promote orderly growth for The city of Page. Always keeping safety, health and general welfare in mind.</p> <p>Signature: <i>Steve Blevins</i></p>

Questionnaire for Board Candidates

Name: Steve Blevins
Board(s) for which you are applying: Planning and Zoning.

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

I am 57 years old, I have lived in page AZ for 3 years But have been coming to page since 1975. To help promote orderly growth for the City of Page. Promote and develop within the citys General Plan. To make the City of Page the best it can be, for Tourism and full time residents.

2. What do you think the relationship should be between the City Council and this Board?

It should be a great working relationship between the board and council with the board making recommendations to the council.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

To help the city of Page become a better place to live and for tourists to visit.

4. What positive and negative issues do you foresee if you are appointed to this Board?

I am very open minded, I only want what is best for all involved, Nothing Negative.

5. Tell us why we should be interested in appointing you to this Board?

I truly have the citizens of page best interest at heart their health, safety, convenience and general welfare. as well as the tourists that visit here every year.

(If you need more space, please continue on the back of this form and refer to the question number.)

Request for City Council Action

Title:	Public Safety Personnel Retirement System		
Meeting Date:	June 22, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other_Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Application
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint _____ to the Public Safety Personnel Retirement System Board		

BACKGROUND:

There is one vacancy on the Public Safety Personnel Retirement System Board. The City has received one (1) Application from Larry D. Clark, Sr.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

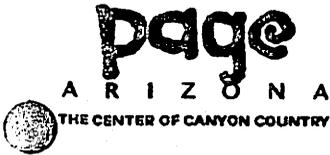
N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint _____ to the Public Safety Personnel Retirement System Board with a term ending June 2018.



RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE

**CITY OF PAGE
BOARD APPOINTMENT
APPLICATION**

16 APR 18 PM 1:56

Name: Larry D. Clark, Sr.	Date: April 15, 2016
Street Address: 1608 Pueblo St.	P.O. Box: 3071
City: Page	State: AZ Zip: 86040
Work Phone: N/A	Fax: N/A
Home Phone: 928-660-0911 (cell)	E-Mail: larryclark@pageazfirehorse.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

	ADVISORY BOARDS AND COMMISSIONS	CITY AUTHORITIES
	Airport Advisory Board	Substance Abuse Task Force
	Community Center Advisory Board	Page Utility Enterprises
	Library Advisory Board	Board of Adjustment
	Parks and Recreation Advisory Board	
	Planning and Zoning Commission	
2	Public Safety Personnel Retirement System Board	
1	Community Development Advisory Board	
	Youth Advisory Commission	

Brief statement of your qualifications for and/or reasons for applying for these Boards.

Resident of Page for 30 years. I built and have owned a home in Page since 1986. Have graduated 4 children from Page High School. I retired in Page upon the completion of 32 years of service in the National Park Service (NPS) with Glen Canyon NRA (GLCA) my last duty station. I hold a college degree in wildlife research from the University of Wyoming. I served on the Page Volunteer Fire Department for 6 years as Fire Captain/EMT and 10 years as full time Fire Chief. I owned a business in Page (food products distributor) for about 3 years, have owned several other small business ventures in reality & sales in several states and worked as a youth in my family's highway construction business. I have been active in local leadership positions in Boy Scouts for over 12 years & 4-H for over 25 years in 3 states. I have been a co-manager of the City of Page owned Vermillion Cliffs Arena & Corrals for about 4 years. I have worked as a volunteer for the City of Page. As Fire Chief I converted the fire department to a full time department and upgraded the fire rating for the city resulting in monetary savings in insurance rates for businesses and citizens. I have attended almost all City Council meetings and numerous City Board meetings in various categories (SATF, PUE, Tourism etc.) for 4 years and actively participate in open meetings and forums

My reasons for applying are I have a deep interest and love for the City of Page, its citizens, children and visitors. As a retired NPS employee I have great respect for "NPS Gateway Communities" such as Page and understand the complexities of such a relationship having lived in or was stationed next to several that were my family's "home town". I feel that my highly complex background and interest in local government are unique and my voice and thoughts will enhance the probability of the viability, vitality and success of the City and well-being of the citizens as well as highlight the city as a major destination point for people from around the world.

Signature:  Larry D. Clark, Sr.

Questionnaire for Board Candidates

Name:

Larry D. Clark, Sr.

Board(s) for which you are applying:

Community Development Advisory Board

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

I retired in Page upon the completion of 32 years of service in the National Park Service as a Research Biologist and Protection Ranger with my last 10 years in Page serving in various positions including Law Enforcement Specialist, Chief of Operations and Chief Ranger. As a Supervisory Park Ranger I was responsible for budgets in the multimillion dollar range with as many as 85 employees. I participated in NPS planning, programming and serving on details writing/reviewing such agency wide documents as NPS Guidelines 9 & 51 (Law Enforcement and EMS) plus others. I made court appearances as an "Officer Prosecutor", Court Liaison, interacted with the U.S. Attorney's and U.S. Solicitor's Offices. I served as Safety Officer, Criminal Investigator, representative of the Superintendent at various meetings involving interaction between various Indian Nations in several major National Parks and three National Recreation Areas. I supervised and managed emergency services in EMS, law enforcement, search & rescue, structural & wildland fire control and supervised training in all these fields. I was member of or lead special events teams that conducted special investigations (undercover drugs & major law enforcement actions) and/or supported event operations such as presidential visits (Carter & Nixon) and international dignitaries (Queen of England.) I participated in training for my agency as well as members of other agencies (county, state & federal) and countries (Saudi Arabia).

I was invited to join the Page Volunteer Fire Department in November 1995 serving in a volunteer position as an NREMT and Fire Captain until voted in as Fire Chief by the body of the fire department members and appointed as paid Fire Chief by Mayor Dean Slavins in 2002. I accepted the position as Fire Chief at half salary because of the dire financial state of the City of Page. In the 10 years that I served as Page's Fire Chief I upgraded the fire rating for the city resulting in monetary savings in insurance rates for businesses and citizens. I upgraded the fleet of outdated vehicles obtaining both a ladder truck and a Airport Rescue Fire Fighting truck, planned and lead the building of the Page Fire Training Grounds involving the Navajo Generating Station and the National Park Service. The NPS uses that training facility for structural fire training for crews from across the entire NPS system bringing crews in that spend as much as two weeks at a time in Page.

I am interested in serving on the Community Development Advisory Board because I have concerns about the future of Page. I care about the citizens of our city and how in the last 20 years it seems that nothing has really worked out well for Page financially. I have a broad background in tourism, beautification, enhancement of public lands, master planning, budgeting, event planning and coordination of activities and I feel that my personal skill sets from 48 years of training and experience would be of great assistance to the management of the City of Page. I feel that my skills would be most helpful in the realm of community development.

2. What do you think the relationship should be between the City Council and this Board?

A relationship of mutual trust and respect with a view toward realistic, achievable and measurable goals reflecting budgetary policies and financial responsibility that represents the needs of the local community.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

I am a firm believer in researching past problems and unsolved or inappropriate solutions that result in citizens feeling "Here we go again – will they never get it right!" I feel I am the person that can bring these things to light and provide paths to consider so history does not repeat itself.

4. What positive and negative issues do you foresee if you are appointed to this Board?

The positive issues are that I am obviously concerned about our community and its needs and I display a willingness to assist with suggestions and actual solutions.

I personally perceive no concept of negative issues.

5. Tell us why we should be interested in appointing you to this Board?

I have a four year history of being interested in the actions of the Council and various Boards. I have attended, as a citizen, more meetings than some persons who are seated on the various Boards. I have a skill set that is not well represented in some discussions.

(If you need more space, please continue on the back of this form and refer to the question number.)