M E E T I N G N O T I C E
C I T Y O F P A G E
C I T Y C O U N C I L

CITY COUNCIL REGULAR MEETING
CITY HALL, 697 VISTA AVENUE **MAY 11, 2016**
PAGE, ARIZONA **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 Scott Sadler Councilor Korey Seyler
   Councilor Mike Bryan Councilor Levi Tappan 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 – April 27, 2016
   Regular City Council Meeting – April 27, 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
   City of Page Subdivision Committee – January 19, 2016
   Community Center Advisory Board – March 2, 2016
   Community Development Advisory Board – March 29, 2016
   Planning and Zoning Commission – April 5, 2016
   Parks and Recreation Advisory Board – April 11, 2016

   7.2 INFORMATION
   Proclamation – Municipal Clerks Week

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

None scheduled

11. NEW BUSINESS

11.1 Discussion and possible action by the City Council pertaining to a Proclamation designating May 15th through May 21st, 2016 National Police Week, and May 15th, 2016 Peace Officers Memorial Day

11.2 Discussion and possible action by the City Council pertaining to a Proclamation designating May 15th through May 21st, 2016 Emergency Medical Services Week

11.3 Discussion and possible action by the City Council pertaining to setting a public hearing date for Page Utility Enterprises commercial sewer and electric rates for June 8, 2016

11.4 Discussion and possible action by the City Council pertaining to the purchase of a John Deere X740 Mower for Public Works

11.5 Discussion and possible action by the City Council pertaining to an Agreement for Services between the City of Page and the John Wesley Powell Memorial Museum for Visitor Center Operations

12. BID AWARDS

12.1 Discussion and possible action by the City Council pertaining to an award of bid for the Crack Seals, Seal Coats, and Slurry Seals for City Streets Project

12.2 Discussion and possible action by the City Council pertaining to an award of bid for the Antelope Avenue French Drain

13. BUSINESS FROM THE MAYOR

None scheduled

14. BUSINESS FROM THE MANAGER

None scheduled

15. BUSINESS FROM THE CITY ATTORNEY

15.1 **EXECUTIVE SESSION**

Pursuant to A.R.S. 38-431.03(A)(3) Discussion and consultation with the City Attorney to seek legal advice regarding the Public Hearing on the Cable One franchise transfer to South Central Communication. The Council may vote to discuss this matter with the City Attorney in Executive Session.

16. BUSINESS FROM THE COUNCIL
None scheduled

17. BOARDS & COMMISSIONS
17.1 Discussion by the City Council pertaining to reports by Board Liaisons

18. DEPARTMENTS
18.1 Discussion and possible action by the City Council pertaining to an appointment to the Zoning Code Task Force

18.2 Discussion and possible action by the City Council pertaining to an Agenda Management Program

19. CLAIMS
None

ADJOURN

FOR YOUR INFORMATION
Next Regular Meeting Wednesday, May 25, 2016, 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 May, 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 May, 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 / PLANNING & ZONING COMMISSION
JOINT WORK SESSION MEETING MINUTES
APRIL 27, 2016

A Joint Work Session Meeting of the Page City Council and the Page Planning and Zoning Commission was held at 5:30 p.m. on April 27, 2016 in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler, and Dennis Warner were present.

LeRoy Wicklund called the Page Planning and Zoning Board Meeting to order. Members present: Chair LeRoy Wicklund, Members Shelley Johnstone, Rob Peterson, Bubba Ketchersid, John Mayes, Lyle Dimbatt, and Bill Justice.

Mayor Diak called the City Council meeting to order.

Staff members present: City Manager J. Crystal Dyches; City Attorney Josh Smith; Community Development Director Kim Johnson; Planning and Zoning Director Robin Crowther; Page Utility Enterprises General Manager Bryan Hill; Deputy City Clerk Sue Kennedy; and City Clerk Kim Larson.

Discussion by the City Council and Planning and Zoning Commission pertaining to an amendment to City of Page Zoning Code Section 7.5 Lighting

Community Development Director Kim Johnson opened the discussion by referring to parts of her Memorandum, attached hereto and by this reference made a part of herein. She summarized the background to the lighting code amendment consideration, and highlighted the two (2) Planning and Zoning Commission options for discussion with the City Council.

Commission Member Rob Peterson presented many technical, practical, and aesthetic aspects of lighting and explained how those factors impact the viewing of the nighttime dark sky. He pointed out numerous examples of local lighting in place, and discussed how they measured up to the lighting priorities of safety, security, energy efficiency, and prevention of light pollution.

He cited the following three (3) attachments; all attached hereto and by this reference made a part of herein:

1. Authored by himself, Commission member Peterson provided some major points, ideas, and information pertaining to amending the existing Lighting Ordinance to bring before the City Council for consideration.
2. In support of Option 1, simply modifying the existing Zoning Ordinance regarding lighting, the Planning and Zoning Commission included Section 7.5 Lighting as it would look using their proposed draft language.
3. For consideration of Option 2, the City of Page modeling its lighting Ordinance after the City of Sedona, a copy of Sedona's Outdoor Lighting Code was provided.

Mr. Peterson stated that Page is a rarity in its remoteness from other light trespass, and our night sky is becoming a tourist attraction and should be protected as a unique resource for all to enjoy.

There was discussion regarding cost efficiency and comparisons between sodium vapor lighting and LED.

Rob Peterson agreed that the amended lighting ordinance needs to address LED lighting since it is inevitably a growing light source, but all of the priorities of safety, security, energy efficiency, and protecting the night sky can be accomplished with low pressure sodium, high pressure sodium as well as LED, if the fixtures are chosen correctly.

There was discussion regarding violations, enforcement, and sunset clauses to come into compliance.

It was the consensus of Council and the Commission to meet again to take the provided information and use it to amend the code.

The meeting was adjourned at 6:30 p.m.

Sue Kennedy Deputy 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 27th day of April, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of May, 2016

Sue Kennedy, Deputy City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

MEETING DATE:	April 27, 2016
TO:	Mayor and City Council
FROM:	Kimberly Johnson, Community Development Director
SUBJECT:	Lighting Ordinance Amendment
ATTACHMENTS:	Planning and Zoning Commission Lighting Packet

BACKGROUND

At the November 18, 2015 City Council meeting, Council Member Kocjan brought forward a request by Bryan Hill, Utilities Director, for the Council to consider amending Section 7.5 of the Page Zoning Ordinance regarding lighting. The request was to make a simple change to eliminate language that references specific lighting technology (sodium pressure) to allow light-emitting diode (LED) light fixtures.

CITY COUNCIL DISCUSSION

The City Council unanimously approved the recommendation, directing staff to bring forward amended language that removes references to specific lighting technology. Because State Statutes and the Page Zoning Ordinance require a Planning and Zoning Commission recommendation and public hearing, staff brought draft language to the Planning and Zoning Commission on December 1 for a preliminary discussion.

PLANNING AND ZONING COMMISSION DISCUSSION

The Planning and Zoning Commission has discussed lighting ordinance amendments at each of its January-April meetings. Based on input from members of the public and extensive discussion by the Commission, the Planning and Zoning Board is of the general consensus that the City should incorporate more stringent dark sky lighting regulations into the Zoning Ordinance. The Commission has also extensively discussed the issue of non-conforming lighting; however, consensus on this issue was less strong. Some members of the Commission feel that all non-conforming lighting should be brought into compliance within a defined time frame, while others feel that non-conforming lighting should be handled as businesses expand or site improvements are made.

The Planning and Zoning Commission is bringing forward two options for discussion with the City Council. The first option is preliminary draft language that would modify existing Zoning Ordinance language regarding lighting. This option incorporates more stringent Dark Sky provisions while providing for LED lighting which has a Corrected Color Temperature (CCT) of 2700K or less. CCT is a measure in degrees Kelvin (°K) of light's warmness or coolness. The cooler the light the more blue, and thus the more scatter. This option also recommends that all non-conforming lighting be brought into compliance upon written complaint, or upon any maintenance, lamp replacement, upgrade or system expansion.

The second option for consideration is the Sedona lighting ordinance. This lighting ordinance is a comprehensive dark sky ordinance. It incorporates many of the provisions of the Flagstaff Dark Sky ordinance, but it is not as complicated and does not include lighting zones. In this code, nonconforming lighting is addressed by requiring partial to full compliance at various thresholds of site improvements or expansion.

REQUESTED COUNCIL DIRECTION

The goal of this meeting is for the City Council and Planning and Zoning Commission to discuss possible amendments to the lighting ordinance which would provide for the use of LED lighting technology. A broader discussion about incorporating more stringent dark sky requirements is also necessary, as is a discussion of how non-conforming lighting is to be addressed.

Page Outdoor Lighting Ordinance Information **March 30,2016**

Introduction

Page is a unique small town in northern Arizona that has many qualities that make it a beautiful and desirable location to live and visit.Although the city of Page is remotely located, visitation has surged in the past several years due to local attractions such as Antelope Canyon, Horseshoe Bend and other natural landscape features.

An additional, but sometimes overlooked, natural resource available in Page is a Dark Sky. In fact, nighttime dark sky measurements have shown that the night sky is among the darkest and least light polluted dark skies in the nation. A recent survey of visitors performed by the National Park Service revealed that the number one request by tourists was to have more Night Sky programs. The NPS is responding by expanding their Dark Sky Initiative.

As Page grows in response to increasing tourism, its surrounding natural resources, which are the source of the increased visitation, must be protected. The beautiful nighttime Dark Sky needs to be kept dark and free of light pollution that can cause an urban light cloud that is prevalent in all large metropolitan areas. Light pollution that causes an urban light cloud destroys the dark sky and the beautiful view of the starry heavens above.

Safety and security are also priorities with regards to outdoor lighting systems. If lighting systems are installed with shielded fixtures, amber light sources and not overdone then safety and security can be accomplished without resulting in excess light pollution. Proper installation of outdoor lighting systems can be a win-win with regards to all priorities: safety, security and preventing light pollution.

Implementing an outdoor lighting ordinance is an important tool for guiding proper installation of lighting systems to achieve safety and security while minimizing light pollution to be able to protect the local dark sky resource that visitors and locals value.

Main Points of an Outdoor Lighting Ordinance

1. **Purpose: Introduction stating objectives and local intent**

   This is an introductory statement regarding what the local priorities are for having an outdoor lighting ordinance. Safety, security and minimizing energy waste are always top priorities of a lighting ordinance.

   Since Page is remotely located far away from nighttime light sources and has clean, haze-free air, the nighttime dark sky above Page and the surrounding area is a unique and valuable resource not commonly available to most other tourist destinations. Due to the local dark sky value and uniqueness, protecting the dark sky and minimizing light pollution needs to be specifically addressed in the Page Lighting Ordinance rules.

2. Applicability

This is a statement and/or set of rules that legally defines how and where the lighting ordinance rules apply. This section specifically identifies lighting on buildings, parking lots, landscape, and recreational lighting such as parks.

Athletic field lighting and right-of-Way lighting applications are addressed in separate sections. Additionally, specific special lighting applications such as gas station canopies, lighted signs and residential home lighting are addressed under specific sections.

3. Specify Fully Shielded Light Fixtures

Outdoor lighting fixtures that are not shielded are a main contributor to light pollution and glare. Excessive glare from a light fixture actually reduces safety and security in a similar manner that car headlights on high-beam reduce one's ability to see the road safely while driving on the highway.

A main component of proper lighting system installation is to ensure the light is projected where it is needed and not allowed to spill out into the sky or beyond where it is supposed to be. Shielded lighting fixtures with a full horizontal, 90 degree cutoff ensure that light is emitted down and not into the sky. In addition to full cut-off shielding, hoods on the light fixtures can ensure that light is directed to exactly where it is required and not allowed to spill over on to adjacent property. Hooded fixtures also help prevent of minimize glare by shielding the actual light source from one's eyes.

Wall Pack type light fixtures, a type of unshielded, wall-mounted light fixture, are a major contributor to glare and light pollution. These types of fixtures are in common use in Page and actually reduce safety and security due to excessive glare. These type of fixtures need to be specifically prohibited in the lighting ordinance rules.

Pole-mounted street light fixtures need to be specified as fully shielded and to direct the light to the street and not allow light to spill over to adjacent property. This may require that the light source be recessed up and into the light fixture as opposed to having a surface-mounted light source that allows the emitted light to spread beyond the street area where it is supposed to be directed.

4. Specify Amber Colored Light Sources

Simply stated, blue colored light scatters in the atmosphere and orange light, or amber light, does not scatter. This is why the sky is blue during the day and why sunsets and sunrises are a beautiful red-orange color. The natural phenomenon of blue light scattering in the atmosphere is known as Rayleigh Scattering.

At night, outdoor lighting sources that contain blue light are a major contributor to light pollution and an urban light cloud. Bright white light sources such as metal-halide, mercury vapor, and 4100 K white LED contain a significant amount of blue light. At night, the blue wavelength light scatters and causes the dark sky to be washed out in a light haze that blocks visibility of stars and constellations.

Sodium vapor light sources are a narrow band light source that contains little to zero blue light component. Sodium vapor lamps that are fully shielded are "Dark Sky" compliant. Sodium vapor lamps are favored for outdoor lighting systems in areas that want to preserve and protect their dark nighttime skies.

If LED lighting technology is going to be used for outdoor lighting it needs to be specified to have a color corrected temperature (CCT) of 2700 K or less. Some communities that desire maximum dark sky protection specify that the LED light source be a "narrow-band amber" LED. This is accomplished by installing amber filters in the light fixture.

White light sources need to be prohibited in all installations except for athletic fields. Occasionally, a low-level white light source is permitted for automobile dealerships so that color rendition of cars for sale is improved. Metal halide and mercury vapor lights used under gas station canopies should be prohibited.

5. **Specify Amount of Light for an Area**

It is not uncommon for some outdoor lighting system installations to have too much light for the needed application. For example, some parking lots can be over-illuminated thinking that it increases safety and security. In most cases, over-illuminating an area actually decreases safety and security due to excessive glare and high contrast shadows.

The quantity of light per square foot needs to be determined before new lighting systems are installed. Pole-mounted lighting needs to be spaced efficiently to cover the required area without trying to light a distant area with a brighter light source.

Over-illuminating an area is a significant contributor to light pollution that is very preventable without sacrificing safety and security.

The lighting ordinance needs to contain a specification for quantity of light in lumens per area as in square foot or acre.

6. **Specify How to handle Non-Conforming Lighting**

Non-conforming light sources are unshielded light fixtures, light sources that contain blue light, improperly directed light fixtures, too bright of a light source, light sources that spill over to adjacent property and improperly installed light fixtures.

Most of the non-conforming light fixtures in Page were installed in violation of the existing Page Lighting Ordinance. And, they are currently operating in violation of the lighting ordinance.

The new revised Lighting Ordinance needs to specifically specify that non-conforming lighting systems need to be corrected upon complaint of maintenance.

7. Special conditions and exceptions

Lighting ordinance often contain special provisions and exceptions for specific lighting situations. For example, lighting of athletic fields is specified to be able to have a higher quantity of light, metal-halide lighting source and must be turned off by 11:00 PM.

Gas station canopy lighting specifies that light fixture must be flush with the bottom surface of the canopy. Also, bright white metal-halide lamps need to be prohibited for gast station canopies.

8. Definitions

Lighting ordinances, as well as many other ordinances, contain a definitions section to specifically clarify the word definitions in the ordinance language.

7.5 Lighting

7.5.1 Purpose

These regulations are intended to establish standards that ensure minimal light pollution, reduce glare, increase energy conservation, while providing for night safety, utility, security and productivity.

It is recognized that naturally dark landscapes and star-filled skies are valued by many, and that poor lighting practices in outdoor lighting waste energy, hamper the reasonable use and enjoyment of property and can endanger the public welfare by producing unnecessary glare.

Accordingly, it is the intent of this Ordinance to encourage lighting practices and systems which will minimize light pollution, light trespass, and conserve energy while maintaining night-time safety, utility, security and productivity.

7.5.2 Applicability

These standards shall apply to all outdoor lighting, but not limited to, search, spot, or floodlights for: buildings and structures, recreational areas, parking lot lighting, landscape lighting, other outdoor lighting. Additionally, the provisions of this code apply to the construction, alteration, movement, enlargement, replacement and installation of outdoor lighting throughout the City of Page, Arizona.

7.5.3 Non-Residential Lighting

The following standards apply to the lighting of all outdoor facilities except Public or Private athletic/Arena recreation Facilities.

A. The height of any fixture or illumination source shall not exceed 20 feet.

B. All Lighting sources shall be hooded or shielded so that they are not visible from any adjacent or nearby lot or real property.

C. Lights or illuminating units shall not direct light, either directly or indirectly or through a reflecting device, upon any adjacent or nearby real property.

D. Lighting fixtures shall be ~~sodium pressure and~~fully shielded to prevent the formation of an urban light cloud.

E. The rated color corrected temperature (CCT) of light sources shall not exceed 2700K in order to minimize Rayleigh scattering.

F. The use of wall pack light fixtures in any application is prohibited.

G. The use of metal halide or mercury vapor light sources in any application is prohibited.

Recreational or athletic lighting exempted from the above standards shall meet the following:

H. All metal halide/quartz fixtures shall be filtered by glass, acrylic, or translucent enclosures.

I. No lighting of 150 watts or greater shall be used after 11:00 p.m. without a Temporary Use Permit.

7.5.3.A Security, Landscaping or other Lighting

All other outdoor lights shall be shielded and directed according to the following schedule:

Wattage of Light Source	Shielded Required	Directed Downward
Up to 100	Yes-Full	Yes
100 - 175	Yes-Full	Yes
Over 175	Yes-Full	Yes

7.5.4 Residential Lighting

All exterior lighting shall be limited to 100 watts unless filtered, shielded or screened to minimize any light impact onto adjoining property.

7.5.5 Other pole-mounted lighting (parking, walkways, etc.)

All lights mounted on poles eight feet or greater in height shall be directed down. The light source shall be shielded so that it will not be visible from any adjacent or nearby real property. The rated color corrected temperature (CCT) of light sources shall not exceed 2700K.

7.5.6 Searchlights

The operation of searchlights shall be allowed subject to the following conditions:

A. During the months of May through October, searchlights shall be operated only between the hours of 6:00 a.m. and 11:00 p.m.;

B. During the months of November through April, searchlights shall be operated only between the hours of 7:00 a.m. and 10:00 p.m.

C. Searchlights shall not be operated on residentially zone properties except for grand openings or new developments.

7.5.7 Lighting of Right-of-Ways

Lighting of public and private right-of-ways shall be fully shielded and comply with the following:

A. Luminaires shall be fully shielded such that the light source will not be visible from any adjacent or nearby real property.

B. The rated Color Corrected Temperature (CCT) of light sources shall not exceed 2700K.

7.5.8 Non-Conforming Lighting

A. All non-conforming lighting fixtures and lighting installations shall be brought into conformance upon a registered written complaint.

B. All non-conforming lighting fixtures and lighting installations shall be brought into conformance upon performing any maintenance, lamp replacement, upgrade or system expansion.

7.5.9 Definitions

A. **Fully Shielded Fixture:** An outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal plan as determined by photometric test or certified by the manufacturer.

B. **Glare:** The sensation produced by a bright source within the visual field that is sufficiently brighter than the level to which eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility; blinding light. The magnitude of glare depends on such factors as size, position, brightness of the source, and on the brightness level to which the eyes are adapted.

C. **Lumen:** The unit used to measure the actual amount of light which is produced by a lamp. Lumen output of most lamps is listed on the packaging. For example, a 60-watt incandescent lamp produces 950 lumens while a 55-watt low-pressure sodium lamp produces 8000 lumens.

D. **Installed Lighting:** Attached, or fixed in place, whether or not connected to a power source.

E. **Light Pollution:** Any adverse effect of manmade light including, but not limited to, discomfort to the eye or diminished vision due to glare, light trespass, uplighting, the uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky.

F. **Light Trespass:** Light falling on the property of another or the public right-of-way when it is not required to do so.

G. **Luminaire:** The complete lighting assembly, less the support assembly.

H. **Rayleigh Scattering:** The scattering of light by particles that are very small in relation to the wavelength of light. This type of scattering in the atmosphere makes the daytime sky appear blue because blue light is scattered more efficiently than red light.

I. **Skyglow:** The overhead glow from light emitted sideways and upwards. Skyglow is caused by reflection and scattering of light by dust, water vapor, and other particles suspended in the atmosphere. A significant cause of skyglow is the use of bright white light sources for outdoor lighting applications. Skyglow reduces one's ability to view the night sky.

J. **Uplighting:** Fully shielded lighting that is directed in such a manner as to shine light rays above the horizontal plane.

K. **Urban Light Cloud:** See Skyglow.

Outdoor Lighting Code

City Of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 • www.sedonaaz.gov

Sedona Land Development Code Article 9 Development Standards, 911 Outdoor Lighting.

911.01 Purpose and Intent. It is the purpose and intent of this Code to balance the goals of the Sedona Community Plan to maintain its small-town character with the need to provide for safe lighting practices and to minimize light pollution for the enjoyment of Sedona's citizens and visitors.

A. The use of outdoor lighting is often necessary for adequate nighttime safety and utility, but common lighting practices can also interfere with other legitimate public concerns. Principles among these concerns are:

1. The degradation of the nighttime visual environment by production of unsightly and dangerous glare;
2. Lighting practices that interfere with the health and safety of Sedona's citizens and visitors;
3. Unnecessary waste of energy and resources in the production of too much light or wasted light;
4. Interference in the use or enjoyment of property which is not intended to be illuminated at night, and the loss of the scenic view of the night sky due to increased urban sky-glow.

B. The concerns of safety, utility and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. In nearly all cases, careful attention to when, where and how much nighttime lighting is needed will lead to better lighting practices.

C. The topography and atmospheric conditions in northern Arizona are uniquely suited for government, military, commercial, and private astronomical observation in the area. Unnecessary or excessive uses of outdoor nighttime lighting have an adverse impact on astronomical observation even at relatively distant observatories.

D. Accordingly, it is the intent of this Code to require lighting practices and systems which will minimize light pollution, glare, light trespass, and conserve energy while maintaining nighttime safety, utility, security and productivity.

911.02 Conflict Regulations. Where any provision of federal, state, county, or city statutes, codes, or laws conflicts with any provision of this Code, the most restrictive shall govern unless otherwise regulated by law.

911.03 Definitions. See Article 2 SLDC for definitions pertaining to outdoor lighting.

911.04 Applicability.

A. New Uses, Buildings and Major Additions or Modifications. If the total cumulative increase in floor area is greater than 50% for single-family residential or greater than 25% for all other uses, or if the total cumulative cost of any exterior modification, alteration or repair is greater than 25% of the valuation of the building as determined by the Director, then all outdoor lighting fixtures shall meet the requirements of this Code for the entire site, including previously installed and any new outdoor lighting. Cumulative modification or replacement of outdoor lighting constituting 25% or more of the permitted lumens for the parcel, no matter the actual amount of lighting already on a nonconforming site, shall constitute a major addition for purposes of this section.

B. Minor Additions. If the total cumulative increase in the floor area is 50% or less for single-family residential or 25% for all other uses, or if the total cumulative cost of any exterior modification, alteration or repair is less than 25% of the valuation of the building as determined by the Director, then full conformance of the existing portion of the building or structure is not required. However, such projects shall require the submission of a complete inventory and Site Plan detailing all existing and any proposed new outdoor lighting.

C. New Lighting. Any new lighting on the site shall meet the requirements of this Code with regard to shielding and lamp type; the total outdoor light output after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this Code, whichever is larger.

D. Resumption of Use after Abandonment. If a property or use with nonconforming lighting is abandoned as defined in Article 12 SLDC, Nonconforming Situations, then all outdoor lighting shall be reviewed and brought into compliance with this Code before the use is resumed.

E. Public Roadways. In general this Code does not apply to city and state rights-of-way. However, all such street lights must be fully shielded.

911.05 Outdoor Lighting Standards.

A. Low Pressure Sodium Lighting. Due to their high energy efficiency, long life and spectral characteristics, low pressure sodium (LPS) lamps are the preferred illumination source throughout the city. Their use is to be encouraged, when not required, for outdoor illumination whenever its use would not be detrimental to the use of the property. Ten percent white light added to LPS light permits nearly normal color perception.

1. Class 1 Lighting. Low pressure sodium (LPS) lamps are not required. Businesses who chose to use LPS as their primary lamps are eligible to apply for an additional 10% increase in the lumens per acre allowed for their site.

2. Class 2 Lighting. Low pressure sodium (LPS) lamps are required. Up to 10% of the total lumens per acre allowed may be white light.

B. Light Trespass Standard. All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing light fixtures shall be fully shielded and properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

C. Lamp and Shielding. All light fixtures are required to be fully shielded and shall be installed in such a manner that the shielding complies with the definition of fully shielded light fixtures for all uses, including single-family and multifamily residential uses, except as provided below.

1. All lamp types above 2,000 lumens shall be fully shielded.

2. Partially shielded light fixtures may be permitted subject to the approval of the Director. Partially shielded light fixtures are limited to a maximum of 5,500 lumens per net acre and shall not exceed 2,000 per lamp (see subsection 911.05(D) of this section).

D. Total Outdoor Light Output Standards – Nonresidential and Multifamily Uses.

1. Total outdoor light output shall not exceed 100,000 lumens per net acre for all development except single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Instead, design goals should be the lowest levels of lumens necessary to meet the lighting requirements of the site. Partially shielded light fixtures are limited to a maximum of 5,500 lumens per net acre and are counted towards the 100,000 lumens per net acre cap.

2. Seasonal decorations, permitted between Thanksgiving and January 15, are not counted toward these limits. Lighting used for external illumination of signs is counted.

E. Total Outdoor Light Output Standards – Single-Family Residential Uses.

1. Outdoor lighting for single-family residential uses is not subject to a lumens per net acre cap.

2. Outdoor lighting for single-family residential uses is subject to the lamp fixture and shielding requirements.

F. Parking Lot Standards. Parking lots shall be considered Class 2 lighting. Parking lot lighting poles shall be sized in such a manner that the top of any luminary does not exceed 12 feet above adjacent grade.

G. Lighting Time Limitations.

1. Class 1 lighting, including but not limited to sales, service, commercial, assembly, repair, maintenance, and industrial areas, may only continue in operation until 11:00 p.m. or for as long as the area is in active use but once off remain off during nonbusiness hours.

2. Class 2 lighting shall have no time restrictions except as specified by any conditions of approval. Uses

that do not require all-night illumination are encouraged to turn off their outdoor lighting during night hours whenever possible.

3. Class 3 lighting, except for flagpole lighting, must be extinguished after 11:00 p.m. or when the business closes, whichever is later, except that low-wattage holiday decorations may remain on all night from Thanksgiving to January 15.

4. Multi-class lighting, except for security lighting, must conform to the time limitations of the strictest class.

H. Multi-Class Lighting Standard. Multi-class lighting must conform to the shielding and timing restrictions, if any, that apply to the most restrictive included class.

I. Class 3 Lighting Standards.

1. All Class 3 lighting must be selected, designed, installed, and aimed so that there is a minimum amount of spill beyond the area intended to be lighted.

2. Permanent exposed string lighting is not permitted.

3. All Class 3 lighting must comply with the light trespass standards as described in subsection 911.05(B) of this section.

4. All Class 3 lighting shall comply with the lamp and shielding standards as described in subsection 911.05(C) of this section.

5. a. Subject to the approval of the Director, uplighting or ground-mounted lighting may be allowed to accent unique features of a building and/or surrounding landscaping (such as outstanding architectural features, specimen trees with dense year-round foliage or large native shrub masses). Uplighting or ground-mounted lighting shall be designed and installed in such a manner as to minimize glare with special consideration in areas where there is vehicle and pedestrian traffic.

b. All lighting which is directed upwards shall be placed in such a manner that the angle of the lamp shall not be greater than 45 degrees measured from a horizontal plane to a line projected through the center of the lamp, and fixtures shall be fully shielded to contain and direct the light onto the feature to be lighted.

J. Signs. See Article 11 SLDC, Sign Regulations.

K. Mercury vapor light bulbs and fixtures in use for outdoor lighting on the effective date of the ordinance codified in this Code shall not be used after July 1, 2006.

L. Searchlights, floodlights, laser source lights, strobe or flashing lights, illusion lights or any similar high intensity light shall not be permitted except in emergencies by police and fire personnel at their direction. Spot lights are permitted and must be directed downward 45 degrees from any neighboring property.

M. On projects where an engineer or architect is required, the developer shall verify in writing to the city that all outdoor lighting was installed in accordance with the approved plans.

911.06 Special Uses.

A. Recreational Facilities.

1. Lighting for outdoor athletic fields, courts or tracks shall be considered Class 1.

2. Lighting allowed in this subsection shall be subject to approval. When the proposed lumens per acre exceed the lumens per net acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).

3. Every such lighting system design shall be certified by an Arizona registered engineer as conforming to all applicable restrictions of this Code.

4. Such lighting shall not include any light trespass as determined by the Director.

5. All events shall be scheduled so as to complete all activity and lights turned off by 10:00 p.m.

6. Fully shielded lighting shall be required for fields designed for amateur, recreational or nonprofessional sports activity. For professional level sports facilities where fully shielded fixtures are not utilized, acceptable luminaries shall include those which:

a. Are provided with internal or external glare control louvers, or both, and installed so as to minimize uplight and off-site light trespass as determined by the Director; and

b. Are installed and maintained with aiming angles that permit no greater that 2% of the light emitted by each fixture to project above the horizontal.

B. Outdoor Display Lots. Light for outdoor display lots shall be considered Class 1, and shall conform to the lumens per net acre limits except as follows:

1. All such lighting shall utilize fully shielded luminaries that are installed in a fashion that maintains the fully shielded characteristics.

2. When the proposed lumens exceed the per acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).

3. Such lighting shall not include any light trespass as determined by the Director.

4. Every such lighting system design shall be certified by an Arizona registered engineer as conforming to all applicable restrictions of this Code.

5. Lighting Time Limitations. Outdoor display lot lighting shall conform to the hours of operation as established under Class 1 lighting standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this Code applicable to this class.

C. Service Station Canopies.

1. Class 2. Lighting for service station canopies shall be considered Class 2 lighting.

2. Shielding. All luminaries shall be flush with the lower surface of canopies and utilize flat glass or plastic covers.

3. Total Under-Canopy Output. The total light output used for illuminating service station canopies, defined as the sum of under-canopy initial bare-lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy. All lighting mounted under the canopy, except internally illuminated signs, shall be included in the total. Fifty percent of the total lumen output of all lamps mounted within or under a canopy shall be included in the lumen per acre cap.

D. Other Lighting on Parcels with Special Uses. All site lighting not directly associated with the special uses as permitted shall conform to all lighting standards described in this Code.

911.07 Plan Submittal and Evidence of Compliance.

A. Plan Submittal. Whenever a person is required to obtain a permit for outdoor lighting or signage, a conditional use permit, subdivision approval or any development plan approved by the city, including all city projects, or whenever a person requests a rezoning, the applicant shall, as part of the application process, submit sufficient information to enable the Director to determine whether proposed lighting complies with this Code. All applications may be subject to review and action by the Planning and Zoning Commission at the discretion of the Director.

B. Applications. All applications shall include the following:

1. A Site Plan indicating the location of all lighting fixtures, both proposed and any already existing on the site.

2. A description of each illuminating device, fixture, lamp, support and shield, both proposed and existing. The description shall include, but is not limited to, manufacturer's catalog cuts and illustrations (including sections where required); lamp types, wattages and initial lumen outputs.

3. Such other information that the Director may determine is necessary to ensure compliance with this Code.

C. Plan Approval. If the Director determines that any proposed lighting does not comply with this Code, the permit shall not be issued or the plan approved.

D. Lamp or Fixture Substitution. Should any outdoor light fixture or the type of light source therein be changed after the permit has been issued, a change request must be submitted to the Director for approval, together with adequate information to assure compliance with this Code, which must be received prior to substitution.

E. Certification of Installation. For all projects where the total initial output of the proposed lighting equals or exceeds 100,000 lamp lumens, certification that the lighting, as installed, conforms to the approved plans shall be provided by a certified engineer before the Certificate of Occupancy is issued. Until this certification is submitted, approval for use of a Certificate of Occupancy shall not be issued for the project.

911.08 Approved Materials and Methods of Construction or Installation/Operation – Approval of Alternatives. The provisions of this Code are not intended to prevent the use of any design, material, or method of installation or operation not specifically prescribed by this Code, provided any such alternate has been approved by the Director. The Director may approve any such proposed alternate providing that it:

A. Provides at least approximate equivalence to that applicable specific requirement of this Code.

B. Is otherwise satisfactory and complies with the intent of this Code.

911.09 Exemptions and Nonconforming Lights.

A. All nonconforming outdoor light fixtures lawfully installed prior to and operable on the effective date of the ordinance codified in this Code are exempt from all requirements of this Code. However, there shall be no change in use or lamp type, or any replacement (except for same-type and same-output lamp replacement) or structural alteration made, without conforming to all applicable requirements of this Code.

B. In the event that an outdoor lighting fixture is abandoned or is damaged to the point of requiring repairs for safe operation, the repaired or replacement fixture shall comply with the provisions of this Code.

C. Emergency lighting, used by police, firefighting, or medical personnel, or at their direction, is exempt from all requirements of this Code for as long as the emergency exists.

D. Swimming Pool and Decorative Water Fountain Lighting. Underwater lighting used for the illumination of swimming pools and decorative water fountains is exempt from the lamp type and shielding standards, though they must conform to all other provisions of this Code.

PAGE CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 27, 2016

A Regular Meeting of the Page City Council was held at 6:35 p.m. on April 27, 2016 in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. 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; Interim IT Director, Gene Martel; Page Utilities General Manager, Bryan Hill; Police Chief, Frank Balkcom; Deputy City Clerk, Sue Kennedy; 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 not discussion by the City Council.

MINUTES

Work Session Meeting-April 6, 2016
Special City Council Meeting-April 6, 2016
Regular City Council Meeting-April 13, 2016

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

CONSENT AGENDA

MINUTES

Airport Advisory Board-February 8, 2016
Page Parks and Recreation Advisory Board-March 7, 2016

INFORMATION

Midway West Carnival Contract

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

PUBLIC HEARINGS

Arizona Department of Liquor Licenses and Control Applications for a Series 9 (Liquor Store) Liquor License and Sampling Privileges for Kendra Holcomb / Whiskey Waters LLC dba Fred's Liquor Store

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for a Series #9 (Liquor Store) Liquor License and Sampling Privileges for Kendra Holcomb / Whiskey Waters LLC dba Fred's Liquor Store. In accordance with A.R.S. 4-201 (b) this public hearing has been scheduled to hear comments in favor or opposing the issuance of this of Liquor License.

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

Opponents
None

Proponents
None

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

HEAR FROM THE CITIZENS

No citizens addressed the City Council

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

Discussion and possible action by the City Council pertaining to an Arizona Department of Liquor Licenses and Control Application for a Series 9 (Liquor Store) Liquor License with Sampling Privileges for Kendra Holcomb / Whiskey Waters LLC dba Fred's Liquor Store

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for a Series 9 (Liquor Store) Liquor License and a Sampling Privileges Form for Kendra Holcomb / Whiskey Waters LLC dba Fred's Liquor Store. As required by Arizona Revised Statutes, the Public Hearing was held during an earlier portion of this meeting.

The Arizona Department of Liquor Licenses and Control will be notified of the action taken and will make the final determination.

Councilor Warner recused himself 6:40 p.m.

Motion made by Councilor Sadler to approve the Arizona Department of Liquor Licenses and

Control Application for a Series 9 (Liquor Store) Liquor License with Sampling Privileges for Kendra Holcomb / Whiskey Waters LLC dba Fred's Liquor Store. The motion was duly seconded.

There was discussion

Motion passed 6-1 with Mayor Diak, Vice Mayor Kocjan, Councilors Seyler, Bryan, Tappan and Sadler in favor and Councilor Warner abstained.

Councilor Warner returned to the dais at 6:43 p.m.

Discussion and possible action by the City Council pertaining to entering into an Intergovernmental Agreement with the National Park Service for Horseshoe Bend

At the March 23, 2016 Regular City Council Meeting, the City Council considered a request from the National Park Service (NPS) Glen Canyon Recreation Area, Billy Shott to:

1) Collaborate to find a park/landscape design group which through contract could develop a top shelf design plan for the Horseshoe Bend area.
2) Form an agreement and implementation/development team. The agreement need not represent a long term or binding obligation. Rather, it would commit our organizations to identifying roles, responsibilities, and individuals who would represent the City and NPS in determining contract scope and specifications with the design group while managing the project collaboratively.
3) Implement improvements at Horseshoe Bend through each organization's means. Using the resources available to each entity to complete the project to the agreed design and can take place at a pace which is advantageous to each organization.

At the March 23, 2016 Regular City Council Meeting, the City Council authorized the City Manager to work with the National Park Service staff to develop an Intergovernmental Agreement for the project and a Request for Proposal for design services, for future City Council consideration.

City Manager Crystal Dyches presented the agenda item.

Motion made by Councilor Seyler to authorize the Mayor to execute the Intergovernmental Agreement between the National Park Service and City of Page to collaborate to develop a Request for Proposal for a mutually agreeable design plan for the Horseshoe Bend area. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to entering into a Intergovernmental Agreement with Coconino County for the remodel of the Magistrate Court and Justice Court Building

The City's Magistrate Court and the County's Justice Court share a courtroom and administrative area in the co-owned facility located at 547 Vista Avenue. The occupied space of

the premises has become overcrowded and lacks important security measures and the unoccupied areas of the premises require remodeling before they can be used to alleviate overcrowding and provide additional court security.

The original scope of a comprehensive remodeling project was determined in a collaborative process facilitated by contractor FM Solutions; however due to budgetary issues and project delays caused by the recession, the original remodeling project was re-scoped into two phases. Staff recommended moving forward with Phase I as outlined below:

• Minimize demolition/new construction to accommodate immediate need;
• Provide staff restrooms, and a hearing/multipurpose room;
• Remodel current restroom (new fixtures/finishes);
• Provide access to bathrooms for all courts staff via exterior or secure hallway accessible from lobby.
• Provide rooftop package unit to provide cooling to Hearing/Multipurpose room, corridor and restrooms.
• Replace existing HVAC unit with 5-ton unit (in accordance with full plan).

The project will provide immediate security and use improvements while advancing improvements that would be used by the City if Phase II is completed in the future. Staff believes it is in the best interests of the citizens of the City of Page and of Coconino County to remodel and improve the Municipal and Justice Court facility and for each governmental entity to share in the allocation of costs and space as set forth in the IGA. If approved, the project is expected to begin within 8-weeks.

The Phase I project costs are estimated to be $237,977. The City shall pay $100,000 toward the total cost of the Phase I project, plus the City's portion of any overage cost.

City Manager Crystal Dyches presented the agenda item.

Councilor Sadler asked where the funds were budgeted, and if the funds would be from FY 2015/2016 budget.

City Manager Crystal Dyches stated the funds were in Capital Improvements, and that if the project was approved by City Council, the project would then go before the County Commissioners. Once approved, Susan Brown, Director of Coconino County Facilities Management, indicated to the City that the project could begin as soon as in 8-weeks. Ms. Dyches stated the project would have to be 50% complete before the City would pay $100,000, therefore some of the funds may have to come from FY 2016/2017.

There was discussion.

Motion made by Vice Mayor Kocjan to authorize the Mayor to execute the Intergovernmental Agreement with Coconino County. The motion was duly seconded and passed upon a vote.

BID AWARDS

Discussion and possible action by the City Council pertaining to an award of Bid #16-01-W Bureau Block Waterline Replacement project for Page Utility Enterprises

Page Utility Enterprises staff advertised for qualified contractors to bid on the Bureau Block Waterline Replacement project. The project's scope was to install new water laterals under Vista Avenue and North Navajo and to tie into the existing mains along those streets. There will also be a short section of main installed on the Bureau Street and a short section of main installed between and behind the old Page Electric buildings. There will be a total of 19 new service laterals and 2 new fire hydrants. The project will eliminate the old cast iron pipe which is serving the businesses between Vista Avenue, Poplar Street, North Navajo Drive, and 7th Avenue.

Page Utility Enterprises received two bids, which were opened on April 4, 2016 at 4:00 p.m. Two of the three companies that attended the mandatory pre-bid meeting submitted bids. The low bid was submitted by Construction & Mining Services, Inc., from Cedar City, Utah. The tabulated bids are as follows:

COMPANY	**BASE BID**
Construction & Mining Services, Inc. (CMSI) Cedar City, Utah	$196,615.00
Navopache Equipment Services, Show Low, Arizona	$328,578.00

CMSI has successfully completed several cable replacement projects for the Electrical Utility, performed the most recent waterline replacement for the Water Utility, and has consistently demonstrated solid construction practices.

At the April 12, 2012 Regular PUE Board Meeting, the Board reviewed staff's summary and recommendation. The Board voted unanimously to recommend that Page City Council award the bid to Construction & Mining Services, Inc., in the amount of $196,615.00.

Bryan Hill presented the agenda item. He stated that this was part of the ongoing effort to replace the old cast iron piping. He demonstrated on a color coded map of Page the areas that have been worked on, and the proposed project area.

There was discussion.

Motion made by Vice Mayor Kocjan to award Bid #16-01-W Bureau Block Waterline Replacement to Construction & Mining Services, Inc., in the amount of $196,615.00. 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

BUSINESS FROM THE COUNCIL
None scheduled

BOARDS & COMMISSIONS
Discussion by the City Council pertaining to reports by Board Liaisons
Councilor Bryan, Community Development Advisory Board, stated the following: The Board was working on an Event Application, using the framework provided by Councilor Warner; the Visitor Center/John Wesley Powell Museum would be coming before Council to request funding; that the overall economic growth, measured by tax revenue, is abnormally strong; and that City Council will be receiving an agenda item requesting the contract with United Sports Association for softball tournaments be terminated. Councilor Bryan then advised City Council that the board was concerned that many of the important duties of the Economic/Tourism Coordinator were not being addressed since the position had not been filled yet.

Councilor Seyler, Planning and Zoning Commission, stated that volunteers are needed for the Zoning Code Task Force.

DEPARTMENTS
Discussion and possible action by the City Council pertaining to appointing a Zoning Code Task Force

At the March 9, 2016 Regular City Council Meeting, the City Council authorized Staff to enter into a Professional Services Agreement with Michael Baker and Associate to update the City of Page Zoning and Zoning Map. As part of the Zoning Code update process, staff recommended a Zoning Code Task Force be appointed to carry out the primary work of review and discussion of proposed language and the digital zoning map.

The Task Force should be comprised of seven to nine individuals that represent the viewpoint of various elements of the community, as they will be in a strong position to offer constructive ideas during drafting of the new code.

Over the past few months Staff reached out to the public in various ways to solicit members for the Zoning Code Task Force. The outreach resulted in a list of 8 individuals that have expressed a desire to serve on the board, as follows:

Levi Tappan, City Council
Korey Seylor, City Council
LeRoy Wicklund, Planning and Zoning Commission
Rob Peterson, Planning and Zoning Commission
Jim Arnold, Lake Powell Construction-At Large
Ron MacDonald-At Large
Nancy Walter-At Large
Bruce Muraida-At Large

At the March 2016 Planning and Zoning Advisory Board Meeting, the Board recommended LeRoy Wicklund and Rob Peterson to represent the Planning and Zoning Commission on the Zoning Code Task Force.

Community Development Director Kim Johnson presented the agenda item.

Motion made by Councilor Sadler to appoint Councilor Levi Tappan to serve on the Zoning Code Task Force. The motion was duly seconded and passed 6-1 with Mayor Diak, Vice Mayor Kocjan, Councilors Bryan, Seyler, Sadler and Warner voting in favor and Councilor Tappan abstained.

Motion made by Councilor Tappan to appoint Councilor Korey Seyler to serve on the Zoning Code Task Force. The motion was duly seconded and passed 6-1 with Mayor Diak, Vice Mayor Kocjan, Councilors Bryan, Tappan, Sadler and Warner voting in favor and Councilor Seyler abstained.

Motion made by Mayor Diak to appoint Planning and Zoning Commission Member LeRoy Wicklund to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Sadler to appoint Bruce Muraida to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Warner to appoint Jim Arnold to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Sadler to appoint Nancy Walter to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Warner to appoint Planning and Zoning Commission Member Rob Peterson to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

Motion made by Mayor Diak to appoint Ron Macdonald to serve on the Zoning Code Task Force. The motion was duly seconded and passed upon a vote.

CLAIMS
None scheduled

ADJOURN
The meeting was adjourned at 7:10 p.m.

Kim L. 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 Regular Meeting, held on the 27th day of April, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of May, 2016

Kim Larson, City Clerk

MINUTES

City of Page
Subdivision Committee

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1. **Date:** January 19, 2016

2. **Call to Order:**

The meeting was called to order at 9:05 a.m. by City Manager, Crystal Dyches.

3. **Roll Call:**

City Manager, Crystal Dyches, Community Development Director, Kim Johnson, Planning and Zoning Director, Robin Crowther, Public Works Director, Clifford Linker, and Engineer Matt Wood were present. Mayor Bill Diak was excused.

4. **Approval of Minutes**-December 1, 2015

Motion made by Kim Johnson to approve the minutes. The motion was duly seconded by Clifford Linker and passed upon a unanimous vote.

5. **HEAR FROM THE CITIZENS**
The public is invited to speak on any item or area of concern. Items presented during the Citizens portion which are not on the agenda, cannot be acted upon by the Parks and Recreation Advisory Board. Individual Parks and Recreation Advisory Board members are prohibited by the Open Meeting Law from discussing or considering the item among themselves unless the item is officially on an agenda. Citizens may also use the Information Request Forms which are available.

None.

6. **New Business:** Discussion and recommendation regarding setbacks for the Gemella Cerchio Subdivision Final Plat.

There was discussion about requested setbacks of 20' front setback, 10' rear setback, 5' on one side yard and 12' other side yard. Corner lots 21 and 32 would be 20' setback on street side, 10' rear setback, 5' side yard setback (Corner lots on Mustang). The 12' side yard setback is to accommodate RV's and access to the rear of property.

Motion made by Community Development Director, Kim Johnson to approve the requested setbacks. The motion was duly seconded by Clifford Linker and

passed upon a unanimous vote.

7. Adjournment

Community Development Director, Kim Johnson made a motion to adjourn the meeting at 9:45 a.m. The motion was duly seconded by Clifford Linker and passed upon a unanimous vote.

Crystal Dyches

Chair, Crystal Dyches

PAGE COMMUNITY CENTER BOARD
REGULAR MEETING MINUTES

March 2, 2016

The regular meeting of the Page Community Center Board was held at the Page Community Center in Page, Arizona on Wednesday, March 2, 2016. Board members President Dele Fischer, Vice President Francine Hoover, Secretary Dawn Duggins, and, Trina Kaltmaier were present. City Council Liaison, Levi Tappan was also in attendance.

Staff present: Director Debbie Winlock

Guests: Ron Hoover

Member Duggins gave the invocation. President Fischer led the Pledge of Allegiance.

President Fischer called the meeting to order at 5:30pm.

MINUTES

Community Center Board Regular Meeting Minutes of January 6, 2016

Director Winlock made a correction to the minutes. A motion was made by Member Hoover to approve the corrected minutes. The motion was duly seconded and passed upon a vote.

HEAR FROM THE CITIZENS
None

UNFINISHED BUSINESS

Report on the status of the grant for the Double Doors

No Grant applications were written this period. Director Winlock is looking into the possibility of installing blower heaters above the current doors. Another possibility is to enlarge the side door so people can enter the building into the hall. The Board disagreed with that idea.

Discussion and possible action by the Board pertaining to future activities of/for the Center and/or seniors

Since April is Volunteer Month, an event is being planned.

A Lecture Series will begin soon with a lecture being held once a month on various subjects.

No trips have been planned.

Report on activities held since the last meeting

A Healthy Living Class put on by NACOG is now being held at the Center once a week for six weeks. Director Winlock will put any coming events on the Activity Calendar as well as the next scheduled Board Meeting in May.

Discussion and possible action by the Board pertaining to how the volunteers of the Community Center can be honored for their service

See above: An event is being planned for April.

Discussion and possible action by the Board pertaining to reestablishing Bingo at the Community Center one hour a week

Director Winlock brought information about the State requirements for holding Bingo games. After much discussion, Member Kaltmaier volunteered to do the necessary paperwork for the State. Councilman Tappan will check with a lawyer and bring the matter to the City Council for approval.

NEW BUSINESS

Discussion and possible action by the Board pertaining to increasing the number of handicap parking spots at the Center and the resurfacing of the parking lot

Director Winlock and Councilman Tappan took the information and will look into the possibility of putting the cost of resurfacing the parking lot and of extending the parking lot in the next City Budget. It was brought up during discussion that by increasing the handicap parking, it will reduce parking for others. At least two vans not currently used by the Center could be parked someplace else.

Discussion and possible action by the Board pertaining to the vacancy on the Board due to the passing of Member Virginia Nicholas

Applications are available at City Hall as well as the front desk at the Community Center. City Council decides and approves the Board member.

Director Winlock handed out copies of the report for the current fiscal year on the Community Center Donation Fund (formerly Senior Donation Fund).

Next meeting date: Wednesday, May 4, 2016

ADJOURN: A motion was made by Member Hoover to adjourn the meeting at 6:11p.m. The motion was seconded and passed upon a vote.

Dele Fischer

Dele Fischer President

Dawn Duggins

Dawn Duggins Secretary

COMMUNITY DEVELOPMENT ADVISORY BOARD
MEETING MINUTES
MARCH 29, 2016

The regular meeting of the Page Community Development Advisory Board was held at 5:30 p.m. on March 29, 2016, in the Council Chambers at the City Hall in Page, Arizona. Chairman Ryan Zimmer presided. Members Bubba Ketchersid, Gay Ann Ward, Lee Ann Warner, Dennis Hinchey and Richard Buck were present. Council Liaison Mike Bryan was present.

Community Director Kimberly Johnson, Planning and Zoning Director Robin Crowther.

Chair Ryan Zimmer called the meeting to order at 5:30 p.m.

HEAR FROM THE CITIZENS

Buddy Greisch, 307 N.Navajo, stated that the museum's sign needs replaced and that the visitors center should be moved to the Community Center. He suggested a possible tax to fund these things.

MINUTES

Special Community Development Advisory Board Meeting – March 14, 2016

Motion made by Bubba Ketchersid to approve the minutes. The motion was duly seconded by Chair Ryan Zimmer and passed upon a unanimous vote.

PRESENTATIONS

A.Sales Tax Report-Board Member Hinchey

Dennis Hinchey presented the sales tax report. He stated that sales tax is up for the month of December and up compared to last year. He state that Page sales tax is double compared to the State. City Council liason, Mike Bryan asked about the new hotel rooms being factored in and questioned if we may be reaching a ceiling. Bubba Ketchersid stated that as long as we have space we aren't sending people to other cities.

Richard Buck thanked Dennis Hinchey for all of his extra work that he does on the tax report.

OLD BUSINESS

A. Discussion-Update on Event Assistance Program

Community Development Director Kim Johnson stated that the City Manager was going to schedule a work session with the City Council on this. City Council liason Mike Bryan acknowledged that the City Council needs to make a decision so that the Community Development Board has direction. He also stated that the Council is in favor of in kind help.

B. Discussion-Update Concerning Economic Development & Tourism Coordinator Position

Community Development Director Kim Johnson stated that the position was posted this week and that she had added film to the position. Dennis Hinchey stated concerns about hiring someone soon as the work that Lee was doing is not being kept up. Kim Johnson stated that staff and the Chamber are working together to do tourism until the position is filled.

C. Discussion-2016/2017 Budget

Community Development Director Kim Johnson went through the different budget items stating that most remained approximately the same except for transfer to capital which increased greatly due to City Council priorities. Bubba Ketchersid stated concerns about working on the budget but the board has no answer on funding requests which could impact the budget.

The board stated concerns about parking at Horseshoe Bend. The board wanted to make sure this was considered when doing the budget. Kim Johnson

stated that it was.

NEW BUSINESS

A. Discussion and Possible Action-Visitor Center Funding Request

Billy Wright and John Mayes presented museum and visitor center numbers for the past 3 years. The request for additional funding is 15,000 more a year.

Bubba Ketchersid stated concerns about the hours of operation and days that the visitor center is not open. Richard Buck stated concerns about space inside of the center and lack of parking. Vice Chair Lee Ann Warner stated that money had been allocated in the past to help with the inside of the visitor center. City Council liason Mike Bryan suggested that the funds be based on the visitor center numbers and the funds would adjust up and down each year accordingly.

Motion made by Dennis Hinchey to have more discussion with more current numbers and info about being open 7 days a week at the next meeting. The motion was duly seconded by Chair Ryan Zimmer and passed upon a 5-1 vote. Chair Ryan Zimmer, Vice Chair Lee Ann Warner, Bubba Ketchersid, Gay Ann Ward, Dennis Hinchey voting in favor and Richard Buck voting against.

B. Discussion and Possible Action-Film Permit in Glen Canyon Recreation Area

Community Development Director Kim Johnson stated that there were concerns about the 30 day requirement for film permits. Gay Ann Ward stated it depends on the needs. Chair Ryan Zimmer though it was a standard amount of time. No one is sure if it has ever been strictly adhered to. Kim Johnson stated that she would like to speak with the National Park Service about filming permits within the park.

ADJOURN

Motion made by Bubba Ketchersid to adjourn the meeting at 7:30 p.m. The motion was duly seconded by Chair Ryan Zimmer and passed upon a unanimous vote.

Kimberly Johnson
Community Development Director

Ryan Zimmer
Chairman

PAGE PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
April 5, 2016

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

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

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

MINUTES

Regular Planning and Zoning Commission Meeting-March 1, 2016

Motion made by Vice Chair Bill Justice to approve the minutes. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

COMMUNICATIONS

None.

HEAR FROM THE CITIZENS

None.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

A. Discussion regarding the Lighting Ordinance.

Rob Peterson went through the lighting ordinance that he submitted. Lyle Dimbatt had questions about dark sky, LED lights and what Council was wanting.

It was the consensus of the Planning and Zoning Commission to use Rob Peterson's submission to take to a work session with the City Council.

NEW BUSINESS

A. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 15-4.13) David and Jacqueline Bloom.

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Vice Chair Bill Justice to approve CUP 15-4.13. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

B. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-3.9) John Gilleland (Diamond G Properties LLC).

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Commissioner Rob Peterson to approve CUP 16-3.9. The motion was duly seconded by Vice Chair Bill Justice and passed upon a unanimous vote.

C. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-3.7) Craig Sanderson.

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Commissioner Lyle Dimbatt to approve CUP 16-3.7. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

D. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-3.10) Aaron Barnett.

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Vice Chair Bill Justice to approve CUP 16-3.10. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

E. Discussion and possible action regarding approval of an Outdoor Vending Conditional Use Permit (CUP 16-3.14) Forscher German Food Truck.

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Commissioner John Mayes to approve CUP 16-3.14. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

F. Discussion and possible action regarding approval of a Bed and Breakfast Conditional Use Permit (CUP 16-3.15) Roman and Patricia Schmacht, Cactus Rose Bed and Breakfast.

Community Development Director Kim Johnson reviewed the Conditional Use Permit

submittal.

Motion made by Commissioner Rob Peterson to approve CUP 16-3.15. The motion was duly seconded by Commissioner Lyle Dimbatt and passed upon a unanimous vote.

G. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 15—3.16) Dean and Judy Slavens.

Community Development Director Kim Johnson reviewed the Conditional Use Permit submittal.

Motion made by Commissioner Shelley Johnstone to approve CUP 16-3.14. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

H. Discussion and possible action regarding 2016-2017 Planning and Zoning Budget.

Community Development Director Kim Johnson went over the proposed 2016-2017 budget for the Community Development Department.

I. Discussion and possible action regarding Planning and Zoning Commission Task Force appointees.

Community Development Director Kim Johnson explained the need for task force appointees for the Planning and Zoning Ordinance update.

There was discussion.

Motion made by Vice Chair Bill Justice to appoint Rob Peterson and Leroy Wicklund to the task force. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

ADJOURN

Motion made by Vice Chair Bill Justice to adjourn the meeting at 6:26 p.m. The motion was duly seconded by Commissioner John Mayes and passed upon a vote.

Robin Crowther
Planning and Zoning Director

Leroy Wicklund
Chair

PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
MONDAY, APRIL 11, 2016

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:30 p.m. on April 11, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

1. CALL TO ORDER

Chair Brian Carey called the meeting to order at 5:30 p.m.

2. ROLL CALL

Brian Carey, Susan Pilkington, Angie Crim, Mandi Lotze, Steve Mongrain, Mike Woods and Paul Ostapuk were present. City Council Liaison, Dugan Warner was present.

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

3. MINUTES

Special Meeting March 7, 2015

Motion made by Susan Pilkington to approve the minutes. The motion was duly seconded by Mandi Lotz and passed upon a unanimous vote.

4. HEAR FROM THE CITIZENS

None

5. UNFINISHED BUSINESS

(A) Discussion Park Master Plan Update.

Community Development Director Kim Johnson stated that she spoke with the Park Consultant by phone earlier in the day. They want to get the comments on the site and try to make it interactive. They are planning on the same schedule although the consultant may have to attend telephonically at the May meeting.

1. Park Planning Public Process #1 Board Feedback and Summary Comments.

Steve Mongrain expressed concerns about very few comments on the website my sidewalk.com. Susan Pilkington doesn't think the site is user friendly. Mike Woods inquired as to what we are doing to advertise and suggested a public service announcement on the radio or a banner on the post office fence. Angie Crim suggested putting information on the "online yard sale" or the newspaper. Kim Johnson suggested the Chamber Blast and maybe schools. Dugan Warner suggested putting information on the City's websites and Facebook. The consensus was to focus on a few areas along with a possible PDF to fill out at City Hall.

2. Next Steps-Project Timeline.

The project timeline will stay as planned. Kim Johnson stated that we are basically 1 month into the project.

(B) Discussion/Possible Action-Update on Skateboard Park.

Community Development Director Kim Johnson stated that Cliff Linker has removed all dangerous equipment and has ordered new equipment. He is presently looking for a material that will work for sealing the cracks that will last.

(C) Discussion/Possible Action-Update on Park Restroom Repairs/Reopening/Cost.

Community Development Director Kim Johnson stated that the restrooms at the sports park are open when reserved. Cliff Linker has assessed Golliard Park and is working on a cost estimate. Maintenance and keeping the restrooms open is what costs the most. Susan Pilkington stated that Tempe Town Lake has public restrooms with a lot of homeless people around them however, they were very clean restrooms. She stated the City of Page should be able to achieve the same results.

6. NEW BUSINESS

(A) Discussion/ Presentation-National Park Service Centennial: Christiana Admiral.

Christiana Admiral presented a power point on 2016 National Park Service Centennial Celebration/Commemoration events and projects.

(B) Discussion/Possible Action-Purchase of Playground Equipment with 2016 Capitol Allocation.

Susan Pilkington expressed a need to purchase play equipment with funds allocated for this years' budget before the end of the fiscal year. She does not want to wait. Kim Johnson stated that with funds left she isn't sure what the city could get. Dugan Warner suggested waiting and doing it right all at one time and he stated that the funds would roll over to next fiscal year.

Chair Brian Carey asked Susan Pilkington if she would like to make a motion on the purchase of playground equipment. She stated that she is alright with waiting if the funds roll over and ultimately equipment is purchased. No motion was made.

(C) Discussion-2016-2017 Budget.

Kim Johnson went over the proposed budget. The large increase being proposed is to accommodate City Council priorities for Community Development. Steve Mongrain suggested that the budget numbers being requested need to have a basis and not a guess.

(D) Discussion-Next/Future Meeting Date/s.

The next meeting is scheduled for Monday, May 2, 2016.

ADJOURN

Motion made by Steve Mongrain to adjourn the meeting at 7:30 p.m. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.

Robin Crowther
Planning and Zoning Director

Brian Carey
Chair

Proclamation

Municipal Clerks Week
May 1 – May 7, 2016

***Whereas**, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

***Whereas**, The Office of the Municipal Clerk is the oldest among public servants, and*

***Whereas**, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

***Whereas**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

***Whereas**, The Municipal Clerk serves as the information center on functions of local government and community.*

***Whereas**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.*

***Whereas**, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

***Now, Therefore, I**, William R. Diak , Mayor of the City of Page, do recognize the week of May 1 through May 7, 2016 as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Kim L. Larson and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this 11th day of May, 2016

Mayor *Attest:*

_____ _____

William R. Diak *Kim L. Larson, City Clerk*

page ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Proclamation of National Police Week, May 15 thru May 21, 2016.		
	May 11 ,2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business X New Business ☐ Other	**Action:**	X Motion ☐ Resolution ☐ Ordinance
Originating Department:	Page Police Department	**Supporting Documents:**	Proclamation
Prepared By:	Chief of Police, F.Balkcom	**Presented By:**	Ofc. D. Van Nostrand
Reviewed By:		**Approved By:**	
Proposed Action:	Request Mayor Diak proclaim via proclamation National Police Week, May 15 thru May 21, 2016.		

BACKGROUND:

In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice. The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of events which attracts thousands of survivors and law enforcement officers to our Nation's Capital each year.

BUDGET IMPACT:
N/A

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD RECOMMENDATION:
N/A

STAFF RECOMMENDATION:
Request Mayor Diak proclaim National Police Week, May 15 thru May 21, 2016.

PROCLAMATION

RECOGNIZING NATIONAL POLICE WEEK
AND
PEACE OFFICERS' MEMORIAL DAY

To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress of the United States of America has designated the week of May 10th to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "POLICE MEMORIAL DAY", and

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, The City of Page desires to honor the valor, service and dedication of its own police officers, and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

WHEREAS, new names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. this spring, including 123 officers killed in 2015;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

THEREFORE, BE IT RESOLVED that the CITY OF PAGE formally designates May 15-21, 2015, as Police Week in Page, Arizona and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

ATTEST:

_____
William Diak, Mayor

_____
City Clerk

Request for City Council Action

Title:	Emergency Medical Services Week		
Meeting Date:	05/11/2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business X New Business ☐ Other _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Fire Department	**Supporting Documents:**	Proclamation
Prepared By:	Jeff Reed, Fire Chief	**Presented By:**	
Reviewed By:		**Approved By:**	
Proposed Action:			

BACKGROUND: In 1973, President Gerald Ford authorized Emergency Medical Services Week; a time to celebrate EMS providers and acknowledge the important work they do in our communities. On any given day, EMS practitioners help save lives by responding to medical emergencies, including heart attack, difficulty breathing, a fall or accident, drowning, cardiac arrest, stroke, drug overdose or acute illness. Members of the Page Fire Department provide both basic and advanced medical care at the scene of an emergency and while en route to the hospital. They provide care for their patients' medical needs with the upmost professionalism and compassion possible. We celebrate all EMS providers who, daily, risk their own lives and health to protect the well-being of others.

May 15th through May 21st, 2016 has been set aside to give thanks to all the selfless men and women of our community who provide emergency medical services to many of our loved ones during their greatest hours of need without hesitation or concern for themselves. They truly are our "Everyday Heros".

BUDGET IMPACT:
N/A

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD RECOMMENDATION:
N/A

STAFF RECOMMENDATION:
I move to approve the 2016 Emergency Medical Services Proclamation as read by Mayor William Diak.

Proclamation

EMERGENCY MEDICAL SERVICES WEEK

May 15th – May 21st, 2016

***WHEREAS**, emergency medical services is a vital public service; and*

***WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

***WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

***WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and*

***WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

***WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;*

***NOW THEREFORE**, the Mayor and City Council of the City of Page, Arizona, in recognition of this event do hereby proclaim the week of May 15th – 21st, 2016 to be:*

EMERGENCY MEDICAL SERVICES WEEK

Dated this 11th day of May, 2016.

ATTEST:

William R. Diak, Mayor

Kim L. Larson, City Clerk

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Set a Public Hearing Date		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☒ New Business ☐ Other _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	City Clerk's Dept.	**Supporting Documents:**	N/A
Prepared By:	City Clerk Kim Larson	**Presented By:**	Mayor Diak
Reviewed By:	City Mgr. Crystal Dyches	**Approved By:**	City Mgr. Crystal Dyches
Proposed Action:	Motion to set a Public Hearing date to consider rate changes to Page Utility Enterprises Electric and Sewer		

BACKGROUND:
Pursuant to Page City Code, Section 2-8-6, the Page Utility Enterprises Board will hold a Public Hearing, (set for May 10, 2016 at 4:30 p.m. at City Hall) pertaining to a decrease in electric rate and an increase in commercial sewer rate, and City Council shall set a Public Hearing date (set for June 8, 2016).

STAFF RECOMMENDATION:
Motion to set a Public Hearing date for June 8, 2016 at the Regular City Council Meeting.

page ARIZONA THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Purchase New John Deere X740 Mower		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☒ New Business ☐ Other _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Public Works	**Supporting Documents:**	State Contract Quote
Prepared By:	Cliff Linker	**Presented By:**	Cliff Linker
Reviewed By:	City Manager	**Approved By:**	City Manager
Proposed Action:	Motion to authorize staff to purchase of the John Deere X740 Mower from A to Z Equipment.		

BACKGROUND: Parks and Cemetery staff recommend the purchase of a John Deere X740 Mower. This is a 60 inch mower that will replace two old mowers, a 1987 John Deere 430 mower and a 1994 John Deere 455 mower. A bid has been received from A to Z Equipment which is available through Arizona State Contract ADSPO13-035803.

BUDGET IMPACT: A to Z Equipment bid price is $11,558.33. Funds are budgeted in 40-480-9805 Parks and Cemetery Capital Equipment.

STAFF RECOMMENDATION: Staff recommends City Council authorize staff to purchase of the John Deere X740 Mower.

JOHN DEERE

A TO Z EQUIPMENT RENTALS & SALES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
A To Z Eq. Rentals & Sales
15634 North 32nd Street
Phoenix, AZ 85032
602-992-1150
info@a-zequipment.com

Quote Summary

Prepared For:
City Of Page
AZ

Delivering Dealer:
A To Z Eq. Rentals & Sales
Daniel Hernandez
15634 North 32nd Street
Phoenix, AZ 85032
Phone: 602-992-1150
dhernandez@a-zequipment.com

Quote ID:	12953297
Created On:	16 March 2016
Last Modified On:	16 March 2016
Expiration Date:	28 June 2016

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE X740 2WS/2WD DIESEL TRF	$ 10,643.03	X	1	=	$ 10,643.03

Contract: AZ Landscape & Utility Vehicles, Trailers & Equip ADSPO13-035803
Price Effective Date: March 16, 2016

Equipment Total **$ 10,643.03**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 10,643.03
Trade In	
SubTotal	**$ 10,643.03**
Sales Tax - (8.60%)	$ 915.30
Total	$ 11,558.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 11,558.33**

Salesperson : X _____ **Accepted By : X** _____

Request for City Council Action

Title:	Agreement for Services Between the City of Page and the John Wesley Powell Memorial Museum for Visitor Center Operations		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Unfinished Business ☒ New Business ☐ Other _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Community Development	**Supporting Documents:**	Agreement for Services Museum Funding Request
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:

The John Wesley Powell Museum & Visitor Center acts as the "face" of tourism with their knowledgeable employees and volunteers who provide helpful information, regional brochures and even trip planning for tourists. These services greatly assist the City's tourism efforts. The Agreement for Services outlines specific expectations from both parties to continue the partnership, and is renewable on an annual basis, expiring on June 30, 2016.

The current agreement provides for reimbursement to the Powel Museum on a quarterly basis as follows:

July	$15,000
October	$ 7,500
January	$ 7,500
April	$15,000
Total	$45,000

At the March Community Development Advisory Board meeting, Bill Wright, Museum Director, and John Mayes, Museum Board President-elect, presented a proposal to increase the hours of operation during the months of May through October. This proposal included a request for additional funding of $15,000 for a total annual reimbursement of $60,000 as follows:

July	$15,000
October	$15,000
January	$15,000
April	$15,000
Total	$60,000

Ms. Wright indicates that in the last year, museum and visitor center hours were reduced slightly in an effort to control labor costs. With reduced hours, Visitor Center operations have become the primary facility function, causing museum operations to suffer. The new service agreement proposal increases the hours of operation during April-October to 9 a.m. to 5 p.m. Monday through Saturday, and increases the stipend to cover additional labor, provide for maintenance and improvements related to operations, and allow preservation and building of a reserve fund for major projects in the future.

The Board discussed number of days the Visitor Center is open at various times during the year, space issues, and visitor numbers. Ms. Wright was asked to bring additional information back to the next meeting for further discussion, including a calculation of costs associated with opening the museum seven days per week from 9 a.m. to 5 p.m. April-October.

At the April Community Development Advisory Board meeting, additional information was brought forward for consideration, including labor costs associated with being open seven days per week April through October. This information is attached. The final funding request is for an increase of $25,000, for a total stipend of $70,000.

ADVISORY BOARD RECOMMENDATION:

At their April meeting, the Community Development Advisory Board voted to recommend that the City Council enter into a professional services agreement with the John Wesley Powell Museum for Visitor Center services with a stipend of $70,000 for the 2017 fiscal year.

BUDGET IMPACT: Proposed $70,000 for FY17 to operate the Visitor Center.

MOTION: Motion to approve updated Agreement for Services between the City of Page and the John Wesley Powell Memorial Museum, Historical and Archaeological Society for Visitor Center operations and authorizes the City Manager to execute the contract.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF PAGE &
THE JOHN WESLEY POWELL MEMORIAL MUSEUM

This Agreement, made by and between the City of Page, AZ a Municipal Corporation (hereafter the "**City**") and the John Wesley Powell Memorial Museum, Historical and Archaeological Society, a non-profit corporation, (hereafter the "**Museum**").

The purpose of this Agreement is to establish a framework and understanding for communications and reference between the City and the Museum concerning the continued operation of a visitor information services at the Museum (the "**Visitor Center**").

WHEREAS, the City has a need for a Visitor Center to provide the visiting public a destination location at which they can receive accurate up to date information concerning area attractions, recreational opportunities, business services, special events and other information related to the City and the local area; and

WHEREAS, the City does not currently possess a facility that lends itself to such Visitor Center type activities; and

WHEREAS, the City is not currently interested in developing or operating a Visitor Center; and

WHEREAS, the Museum has been engaged in providing local area information to the visiting public since 1969; and

WHEREAS, the Museum facility is in the heart of the business district, and has been designed to accommodate visitors seeking information services such as would be provided by a Visitor Center; and

WHEREAS, the Museum has experienced and knowledgeable staff members trained to provide accurate and detailed visitor information as well as creative vacation planning; and

WHEREAS, the Museum has a nationally and internationally recognized name and location which is published in hundreds of travel articles, brochures, and guidebooks;

NOW THEREFORE, the Museum and the City enter into this Agreement for the purpose of further promoting and providing visitor information services at an established and designated Visitor Center and do hereby agree as follows:

1. The City and the Museum agree to an initial term not to exceed one year, which will start on July 1, 2016~~5~~ and terminate on June 30, 2017~~6~~ in conjunction with the City's annual fiscal cycle.

2. The Museum and/or the City shall give notice, no less than three (3) months prior to the expiration of this Agreement, should either party desire to terminate or modify the Agreement.

   In order to meet the obligations defined by the City, the Museum agrees to establish a formal Visitor Center and provide public visitor information services, for which the City will pay an annual payment stipend through the City of Page's Tourism Board. The amount of the annual stipend will be $70,000~~45,000~~ and paid accordingly:

Date	Amount
July 2016~~5~~	~~$15,000~~$17,500
October 2016~~5~~	~~$7,500~~ $17,500
January 2017~~6~~	~~$7,500~~ $17,500
April 2017~~6~~	~~$15,000~~$17,500

3. Any requests by the City for extended hours of service at the Visitor Center will be negotiated annually during the budget formulation process. The City agrees to budget and pay costs associated with any request on their part for expanded hours and/or additional days of Visitor Center accessibility. Current hours of operation* are:

November~~.~~ 1 – March 31~~Feb. 28~~	The Visitor Center will be open a minimum of 28~~0~~ hours per week. ~~(10 a.m. – 2 p.m.)~~ The Museum may be closed a maximum of 10 days for holidays and maintenance.
April 1~~March 1~~ – October 31~~May 15~~	The Visitor Center will be open a minimum of ~~25~~56 hours per week, with operating hours of 9:00 a.m. to 5:00 p.m. seven day per week. ~~During this period, the Visitor Center's hours expand to approximately 35 hours per week. Beginning in April the museum will be open on Saturdays.~~
~~May 15 – Sept. 15~~	~~The Visitor Center will be open from 8 a.m. – 6 p.m. Monday through Friday; Saturdays from 8 a.m. 5 p.m., and Sundays from 8 a.m. 2 p.m.~~

~~Sept. 16 – Oct. 31 The Visitor Center will be open a minimum of 45 hours per week, including half day on Saturdays.~~

Please note*: Dates of operation approximate and dependent on visitation and museum income.

4. The Museum agrees to provide quarterly reports to the City concerning actual visitation to the Museum, and as much information concerning the demographics and points of origin of the visitors as can be compiled without intrusion or disruption of the Museum's information services.

5. When enabled and operating, the Museum will provide information concerning social media inquiries made to the Museum and Visitor Center.

6. The Museum agrees to reproduce, procure and stock for free distribution brochures, maps, pamphlets, and magazines that promote and advertise the features and attributes of the City and local community.

7. The Museum agrees to prepare and package requests for media mail services and compile a report of all media materials distributed.

8. The Museum agrees to provide to the City with information media materials for use and distribution at City sponsored or Tourism supported events. Additional information and media distribution services such as information packet preparation for distribution at conventions, travel shows, festivals, or other one-time type events will be provided at a cost of $20 per hundred. Requests by the City for mass mailings will be factored into the Visitor Center staff availability and when acceptable, prepared at a cost of $25 per hundred. Copy and printing services provided by the Museum at the request of the City will be at of cost of $.05 per single sided copy and $.07 per double sided copy. The City agrees to pay all costs associated with shipping of visitor information responses and bulk media materials.

9. The Museum agrees to meet periodically with the City's Tourism Executive Director for the purposes of discussing observable trends in visitation, and Visitor Center operations.

10. The Museum agrees to acknowledge the City as a major sponsor of the Visitor Center component of the Museum's business.

11. The City agrees to endorse the Museum as the "official" Visitor Center for the City of Page.

12. Any additional services not identified herein must be pre-approved by City and will be billed directly to the City.

13. The City acknowledges that the Museum has multiple missions and is not solely operated for the convenience of the City.

14. The City understands that additional services provided by the Museum to the City, such as archival and collection services, and Museum exhibits concerning the history of the City, are not a part of this Agreement or the annual negotiated stipend.

15. ~~15.~~ The Museum agrees to ~~assume the handling~~answer ~~of~~ the Tourism phone line, previously the responsibility of the City. The City will be billed directly by the telephone line provider for the cost of the line and is solely responsible to pay those phone bills. ~~agrees to pay for the costs of maintaining the phone line.~~

16. This Agreement is subject to cancellation for a conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

17. The Museum warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. The City retains the legal right to inspect the papers of the Museum or any subcontractor employee who works under the Agreement to ensure compliance with this provision.

///

///

This Agreement is entered into on the _____ day of _____, 2016~~5~~ and approved by the below listed representatives of the City and the Museum.

_____
J. Crystal Prentice, City Manager

_____
Billie Wright, Museum Director

_____
ATTEST: Kim Larson, City Clerk

_____
John Mayes~~Viki Wainwright~~, Museum President

_____
APPROVED AS TO FORM: City Attorney

Follow-up to Community Development Advisory Board Meeting of 3/29/2016

At the previous meeting, I was asked to provide some additional information as follows:

In 2015, we had approximately 20 bus tours with a total of 602 visitors that we can confirm. We probably had more, but I am sure not all made it on to our calendar as we do sometimes get unscheduled and last minute stops.

Based on past history, I have also confirmed that Sunday has been our slowest day for visitation, however, we have also ran reduced opening hours on this day.

I was also asked to run numbers on the additional operating hours of seven days per week from 9am – 5pm, beginning April 1 and continuing through October 31. To add the additional hours in April and the Sundays for the seven months, it would add approximately $6,596 to our payroll in actual labor cost ONLY.

I am still asking for an increase of $15,000 so we don't run such a narrow margin on our bottom line. In addition to the above increase of $6,596, and keeping in mind that opening for additional hours during the seven months impacts costs in multiple areas, I would like to request an additional (approximate) increase of 10% based on museum operating cost and utilities. This combined figure of $36,200 for 2015 does not include insurance or any additional payroll costs (including training, taxes), but would help offset the additional expense in areas including:

Utilities, printing, visitor supplies, office supplies, small office equipment, postage, maintenance, administrative, accounting, credit card expense, bank charges, etc.

In conclusion, for the extended hours outlined above, I recommend an increase of the original requested $15,000 plus an additional $10,000 for a total additional request of $25,000 which would result in a new annual city stipend of $70,000, to be paid in four quarterly installments.

POWELL MUSEUM

Powell Museum & Visitor Center
Annual Visitation Report 2015
Profit & Loss Summary 2015
Budget Goals 2016

Prepared by Billie Wright

PO Box 547, 6 North Lake Powell Blvd., Page, AZ 86040
(928) 645-9496 www.powellmuseum.org

The Powell Museum & Visitor Center serves a wide and diverse group of visitors to our area every year. According to the Page Tourism Survey of 2014-2015 conducted by the Arizona Hospitality Research and Resource Center at Northern Arizona University, the vast majority (79%) are first time visitors to the area (requiring more assistance), and almost three-fourths (72%) are overnight visitors with an average overnight length-of-stay in Page of 2.2 days. Overnight visitors spending more time in the area equal more dollars from tax revenue in addition to the direct expenditure involved.

The survey also revealed that the biggest spender is the visitor to the Grand Canyon, while the second largest amount of money spent was from those individuals who had visited the Powell Museum & Visitor Center! 41% of individuals surveyed in the study participated in a visit to the Powell Museum and Visitor Center during their stay in the area.

The bottom line is that we provide a valuable service not only to those visiting the area in answering their myriad questions and providing supportive services, but also to the community we serve by helping people figure out where to spend their money...and lots of it!

In 2015, the Page Visitor Center once again helped 30,000 individuals!

In 2015, the Page Visitor Center assisted visitors from every state and 40 countries!

Powell Museum & Visitor Center

Visitation Report 2015

	2014	2015
January	337	353
February	380	361
March	1557	1716
April	2899	3394
May	4237	4078
June	3737	3947
July	3648	3397
August	4409	3501
September	5187	3397
October	3944	3412
November	1845	1377
December	501	552
TOTAL	**32,681**	**29,485**

TOP STATES: AZ, CA, CO, TX, UT, NM, FL, NY, WI, PA

TOP COUNTRIES: CANADA, GERMANY, FRANCE, UK, AUSTRAILIA, NETHERLANDS, ITALY, JAPAN, CHINA

OTHER TOP COUNTRIES REPORTED: SWITZERLAND, BELGIUM, NEW ZEALAND, MEXICO

	2015	2014	
Bookstore & Consignment Income	$ 50,850.70	$ 62,504.91	-19%
Tour Commission Income	$ 17,178.14	$ 22,407.28	-23%
Bookstore & Consignment COGS	$ 39,223.68	$ 55,275.10	-29%
Gross Profit on Bookstore Sales & Commissions	$ 11,627.02	$ 7,229.81	61%
Museum Admissions & Membership	$ 11,879.00	$ 11,786.00	1%
Donations & Grants & Royalties	$ 4,152.64	$ 13,132.62	-68%
City of Page Contributions	$ 45,000.00	$ 60,000.00	~~25%~~
Fundraising / Special Events Income	$ 45,664.62	$ 40,299.16	13%
Fundraising / Grant Expenses	$ 16,261.98	$ 15,154.81	7%
Museum Operating Expenses	$ 36,719.83	$ 31,998.24	15%
Payroll Expenses	$ 73,043.99	$ 87,478.29	-17%
OVERALL NET INCOME	$ 9,475.62	$ 20,223.53	

Detailed Profit & Loss available

Summary of P & L Statement

The Museum Board and Director's goal was to reign in spending as much as possible for the second half of 2015. Our biggest expenditure, payroll, was on it's way to another $90,000 year. Our goal was to get it closer to $70,000 - which we accomplished - and we were able to save over $14,000 in this category.

We also cut way back on any further inventory purchases for the year. We practically froze spending in this category and were able to save another $16,000 (nearly 30%) from the previous year's expenditure.

2016 Goals

Our goal is to continue serving visitors to our area with excellent customer service and assistance and we pledge continued support of our community by encouraging local spending through our provided information and services. We will further continue to cut costs as appropriate and also make every effort to increase our current revenue sources and seek new opportunities in that area as well.

In order to bolster our bottom line, we are asking the City of Page to consider an increase in our annual stipend of $15,0000. We believe this increase amount would allow us to better serve our community and move forward with an increase in hours for the six months of May through October.

We propose the opening hours of 9:00 AM to 5:00 PM Monday through Saturday guaranteed for the time frame of May 1 to October 31, 2016.

With this proposal, the associated labor costs ONLY - for this six month period only - will still utilize *half* of the city's allotment or $30,000, and that is BEFORE ANY OTHER COSTS ARE TAKEN INTO CONSIDERATION, including the usual and customary expenses of management, building costs (rent), supplies and materials, printing, business machines, maintenance, utilities, etc.

We hope our our proposal is viewed by the City of Page as benficial to all concerned. It will allow us to move forward with an increase in hours to help more visitors and help bolster our bottom line with some additional operating revenue. We appreciate the consideration.

Taxable Payroll provided by the Arizona Department of Economic Security reflecting our growing cost to keep up with demand -

Taxable Payroll Figures

Year 1	07/01/12 to 06/30/13	**$32,178.54**
Year 2	07/01/13 to 03/30/14	**$45,813.45**
Year 3	07/01/14 to 06/30/15	**$62,348.60**

Request for City Council Action

Title:	Crack Seals, Seal Coats, And Slurry Seals for City Streets Project		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐Consent ☐Public Hearings ☐Old Business ☐New Business ☒Other Bid Award	**Action:**	☒Motion ☐Resolution ☐Ordinance
Originating Department:	Public Works	**Supporting Documents:**	Bid documents
Prepared By:	Cliff Linker	**Presented By:**	Cliff Linker
Reviewed By:	City Manager	**Approved By:**	City Manager
Proposed Action:	Award the Crack Seal, Seal Coat and Slurry Seals to Morgan Pavement Maintenance and authorize the City Manager to execute the contract.		

BACKGROUND: The City of Page schedules streets to be surface sealed as a preventative maintenance measure to extend their useful life and reduce long-term maintenance costs to the City. The City solicited a bid to:

Crack seal:

- Scenic View Road;
- Clubhouse Drive; and
- Coppermine Road (Lake Powell Blvd to SR 98).

Seal Coat:

- City Hall Parking Lots; and
- Public Safety Facility Parking Lot

Slurry Seal (Type II Slurry Seal a course aggregate to treat existing pavement that exhibits raveling due to aging):

- Coppermine Road (Lake Powell Blvd to SR 98);
- 4th Ave (Date Street to N. Navajo Drive);
- Elm Street (6th Ave. to N. Navajo Drive);
- Fir Street; and
- Gum Street.

The bid documents have been evaluated and found to be in order. The low bid was received from Morgan Pavement Maintenance, P.O. Box 190 Clearfield, UT, 84089.

BUDGET IMPACT: Bid amount of $166,538.35 is budgeted in Capital Project-Street Rehab & Maintenance Fund 40-485-9800.

STAFF RECOMMENDATION: Award the Crack Seal, Seal Coat and Slurry Seals to Morgan Pavement Maintenance and authorize the City Manager to execute the contract.

BID DOCUMENTS
FOR

CRACK SEALS, SEAL COATS AND SLURRY SEALS
FOR
CITY STREETS
&
PARKING LOTS

City of Page
Department of Public Works
PO Box 1180
Page, AZ 86040

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CITY OF PAGE, ARIZONA
CRACK SEALS, SEAL COATS AND SLURRY SEALS
NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, until 4 PM April 26th, 2016. At that time, bids will be opened and publicly read aloud and recorded by the City Clerk. Bidders are invited but not required to be present at the bid opening.

Bids must be in the actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late bids shall not be considered and will be returned unopened. The prevailing clock shall be the City Clerk's clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for bid's **project name and bidder's name and address** should be clearly indicated on the outside of the envelope. Bids sent through Federal Express or other express mail agencies must have the bid documents sealed within an additional envelope inside the outer mailer.

The City of Page, Arizona is seeking bids from qualified contractors, to provide Crack Seals, Seal Coats, and Type 2 Slurry Seals to City Streets and City owned Parking Lots in accordance to industry specifications for materials and applications. Streets and Parking Lots requiring seals will be done in accordance to the terms, conditions, and specifications contained in this Request for Bid packet.

Questions and requests for additional specifications and/or bid documents shall be directed to: Clifford Linker, Public Works Director, PO Box 1180, Page, AZ 86040 (928) 645-4304. RFB packages may also be accessed on the City of Page website at www.cityofpage.org.

Each Bid must be accompanied by a bond or a cashier's check of the company, drawn on a national bank, in an amount equal to ten percent (10%) of the Bid amount, as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth in the Bid Documents. The successful Bidder, prior to entering into the contract, shall file with the City a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a certificate of Insurance.

Persons with disabilities may call the City's Human Resources Director at (928) 645-4231 or text telephone (TDD) (928) 645-4216 regarding availability of information in alternative formats.

The City of Page reserves the right to reject any or all bids or parts thereto and to waive any informality in the bids received.

_____

City Clerk

Publish each week for two consecutive weeks in the Lake Powell Chronicle.
See, publications dated April 13th and April 20th, 2016.

DEFINITIONS

Whenever in these Bid Documents, or in any document of instruction where these Bid Documents govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

BID: The offer of the BIDDER for the work when properly made out on forms containing the Bid Form supplied by CITY and properly submitted signed and guaranteed.
BID DOCUMENTS: Consists of all CONTRACT DOCUMENTS and may be used interchangeably with said term.
BIDDER: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.
CITY: The CITY of Page, an Arizona municipal corporation.
CONSTRUCTION DOCUMENTS: The drawings, technical plans and specifications, supplementary general and/or special conditions for THE WORK.
CONTRACT: The written agreement covering the performance of THE WORK and the furnishing of labor, equipment, and materials in the construction for THE WORK.
CONTRACT DOCUMENTS: Includes the Notice of Invitation for Bid, Definitions, Scope of Services, Instructions to Bidders, General Conditions, Special Conditions (if any), Contract, Contractor's Reference List, Bid Form, and Notice of Award.
CONTRACTOR: The successful BIDDER selected by the Council that enters into the CONTRACT to perform THE WORK.
EXTRA WORK: Work, including materials, for which no price agreement is contained in the CONTRACT and which is deemed necessary for the proper completion of the work.
NOTICE OF AWARD: The official written notice from CITY to the BIDDER selected by CITY to perform THE WORK.
NOTICE TO PROCEED: The official written notice from CITY to CONTRACTOR to begin performance of THE WORK.
RESPONSIBLE BIDDER: A BIDDER determined by CITY:

(A) To have the ability, capability, experience and skill to provide the goods and/or services in accordance with the bid specifications;
(B) To have the ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
(C) To have equipment, facilities and resources of such capacity and location to enable the BIDDER to provide the goods and/or services;
(D) To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
(E) To have the quality and adaptability of the materials, supplies or services required or necessary to the particular use; and
(F) To possess the financial resources to perform the CONTRACT.

RESPONSIVE BIDDER: A BIDDER determined by CITY to have submitted a bid that conforms in all material respects to the requirements of the BID DOCUMENTS.
SPECIAL CONDITIONS: Additional conditions to the General Conditions which are conditions or requirements peculiar to the project under consideration. In the event Special Conditions are in conflict with the General Conditions, the Special Conditions shall be controlling.
THE WORK: All of the work or services, including the labor and materials, specified in the CONTRACT DOCUMENTS.

SCOPE OF SERVICES

The CITY anticipates a type II Slurry seal to be applied to 452,508 Square feet of asphalt street surface comprising of Elm St. from 6th Ave to North Navajo Dr., 4th Ave, Fir St., Gum St from Elm St to 4th Ave and Coppermine Rd. from Lake Powell Blvd to SR 98 Also providing crack seals on a per ton basis to Coppermine rd. as well as Scenic View Rd., Clubhouse Dr, and Crack Seals and Seal coats to City Hall's front parking lot at 697 Vista Ave. and the entire parking lots and drives of the Public Safety Facility at 808 Coppermine Rd. While this is the current anticipated need, CONTRACTOR shall acknowledge that this need may ultimately be more or less, and therefore CONTRACTOR is not guaranteed a minimum applied amount under this CONTRACT.

It is the intent of this IFB to select a qualified CONTRACTOR to provide a quality product and workmanship in a prompt and timely manner as to minimize the impact to the citizens and visitors who use these streets and Parking facilities. And provide a cost effective improvement to the streets and lots extending the asphalt life span into the future.

The CONTRACTOR shall furnish all supplies, and labor to insure that all areas addressed are cleaned and prepared for seal application. All crack seal material will be of a formula specific to the climate considerations of the City of Page. Slurry seals will be a Type II seal, and an Asphalt Emulsion Sealcoat for the parking lots. Parking lots and streets will be restriped with water based zone marking paint and a AZ spec type 1 or equivalent glass bead applied to street markings.

All work must be completed by or before June 30, 2016.

The CONTRACTOR will be responsible for all traffic control; traffic will be directed through the projects with such signs, barricades, devices, flagmen, and pilot vehicles, as needed, which shall conform to the Manual of Uniform Traffic Control Devices.

The Public Works Department shall perform periodic inspections of all aspects of the work involved and the CONTRACTOR will address all issues that may arise immediately upon notification.

The CONTRACTOR shall be responsible for making any necessary arrangements for proper disposal of waste.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID. All BIDs shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all BIDDERs to examine the entire BID DOCUMENTS package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a BID.

The Bid Form shall be submitted with an original ink signature by the person authorized to sign the BID. Erasures, interlineations, or other modifications in the BID shall be initialed in original ink by the authorized person signing the BID. CITY shall not reimburse the cost of developing, presenting, or submitting any response to this solicitation. BIDs submitted should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

2. SUBMISSION OF BID. Submission of a BID shall be considered prima-facie evidence that the Contractor is familiar with and understands all the conditions under which the BID and subsequent CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONTRACT, shall not be allowed extra compensation by reason of any matter or thing which such CONTRACTOR might have more fully explored or been informed prior to submitting a BID. After the submission of the BID, no complaint or claim that there was any misunderstanding as to the conditions or nature of the work will be entertained.

Submission of additional terms, conditions, or agreements with the BID DOCUMENTS may result in rejection of the BID. BIDDER shall return all BID DOCUMENTS, with the exception of CONSTRUCTION DOCUMENTS, intact and completed as directed.

3. METHOD OF DELIVERY. There are five (5) methods by which BIDDERs can forward this bid package to CITY: Regular U.S. Postal Service (No delivery to CITY Hall-Use P.O. Box); U.S. Postal Express Mail (No delivery to CITY Hall-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDs shall not be accepted.

The mailing address for CITY is as follows:

City of Page
Office of the CITY Clerk
P.O. Box 1180
Page, AZ 86040-1180

The physical address for CITY is as follows:

City of Page
Office of the CITY Clerk
697 Vista Avenue
Page, AZ 86040

4. QUESTIONS, OMMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in, or omissions from, the Scope of Services, or other BID DOCUMENTS, or doubts as to their meaning should be submitted in writing to the Department Director specified in the Notice of Invitation for Bid.

No oral interpretations shall be made to any BIDDER as to the meaning of any of the BID DOCUMENTS, and CITY shall not be bound by any oral interpretation of the BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect.

5. WITHDRAWL OF BID. At any time prior to the specified Bid submission deadline, a BIDDER may withdraw or revise the BID. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original BID. No BIDDER may withdraw his BID for Sixty (60) days after the time established for receiving BIDs. The award of the CONTRACT to another party does not constitute a waiver of this condition.

6. LATE BIDS. Late BIDs shall not be considered. Page is considered a rural area by most express delivery carriers and thus, they do not guarantee priority or next day delivery. BIDDERs are encouraged to keep this in mind when arranging delivery of their BIDs and are advised herein that late BIDs shall be rejected and returned to the BIDDER regardless of reason for being late.

7. PRICES. In the event of discrepancy or conflict between the prices quoted in the BID in words and those quoted in figures, the words shall control. The price quoted shall be the total cost the CITY will pay for the project, including furnishing of all materials, equipment, tools, and all other facilities, all applicable taxes, and the performance of all labor and services necessary or proper for completion of the work. Prices quoted shall also include any and all payment incentives available to the CITY.

8. REFERENCES. The BIDDER shall provide a list of five (5) current and five (5) former clients. References should have similar scope and requirements to those outlined in these BID DOCUMENTS. Unacceptable references, as determined by the CITY of Page, may be sufficient reason to deny award of this project to BIDDER.

9. SUBCONTRACTORS. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to CITY do not exceed the Lump Sum BID quoted in the Bid Form and the subcontractor(s) is/are licensed to perform the work required by the CONTRACT. The BIDDER shall submit the List of Subcontractors and Supplier form, listing all of the subcontractors and major suppliers it intends to use in the performance of THE WORK. CITY reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. CITY reserves the right to reject, prior to award of the CONTRACT, the bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of these CONTRACT DOCUMENTS.

11. DETERMINATION OF SUCCESSFUL BIDDER. Except where CITY exercises the reserved right herein, the CONTRACT shall be awarded by CITY to the RESPONSIVE and RESPONSIBLE BIDDER who has submitted the lowest lump sum BID.

CITY may conduct such investigation as CITY deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of BIDDERs, proposed subcontractors and other persons and organizations to do THE WORK in accordance with the BID DOCUMENTS.

12. AWARD OF CONTRACT. Notwithstanding any other provision in these BID DOCUMENTS, CITY reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all BIDs, or portions thereof; (c) withdraw, cancel, or reissue this IFB; (d) issue addenda or amend the IFB, including extending deadlines; (e) request additional information and/or clarification from BIDDER; (f) accept any part/portion of any bid with exclusion to other parts/portions; (g) negotiate and/or award a contract only when it is in the best interest of the CITY; and/or (h) take other actions the CITY deems is in the best interest of the CITY. Within Sixty (60) days after opening of the bids, CITY shall act upon them. The acceptance of a BID shall be a written NOTICE OF AWARD and no other act shall constitute acceptance.

13. BID SECURITY AND BONDING. Each bid must be accompanied by a bond or a cashier's check of the Company, drawn on a national bank, in an amount equal to ten percent (10%) of the Bid, as a guarantee on the part of the Contractor that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth herein to perform the work covered by such Bid and at the cost stated therein. Checks and bonds will be returned promptly after the City and the selected contractor have executed the contract, or, if no contractor's bid has been selected within sixty (60) days after the date of the opening of the bids, upon demand of the contractor at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Failure to execute the Contract within ten (10) business days will, at the option of the City, constitute a breach and the City will be entitled to forfeiture of the required bond accompanying the Bid, not as a penalty, but as liquidated damages.

Pursuant to A.R.S. § 34-222, the Contractor shall post a 100% Performance Bond and 100% Labor and Material Payment Bond with the City before the Contract is executed and Notice to Proceed issued.

14. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to execute the CONTRACT and return it to CITY within ten (10) days after receipt of the NOTICE OF AWARD, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the agreement effected by the NOTICE OF AWARD. The rights and obligations provided for in the CONTRACT shall become effective and binding upon the parties only with its formal execution by the CITY.

The damages to CITY for such breach shall include loss from interference with its construction program and other items whose accurate amount shall be difficult or impossible to compute. The amount of the Bid Bond, if any, accompanying the BID of such BIDDER shall be retained by CITY as liquidated damages for such breach.

15. SUSPENSION & DEBARMENT. CITY reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract with CITY or has engaged in conduct that constitutes a cause for debarment or suspension.

16. PROTEST PROCEDURE. The award determination of the Page City Council shall be final.

17. PUBLIC RECORD. All BIDS submitted in response to this invitation shall become the property of CITY and shall become a matter of public record; provided, however, that the BIDDER shall clearly identify information that he considers to be confidential. To the extent that CITY agrees and current Arizona law supports such designation, such information will be held in confidence whenever possible.

GENERAL CONDITIONS

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of THE WORK included in this CONTRACT and which are not applicable thereto. Any requirements, provisions or other stipulation of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of this CONTRACT.

1. CERTIFICATION. By signature of the Bid Form, BIDDER certifies:
   A. The submission of the BID did not involve collusion or other anti-competitive practices.
   B. The BIDDER shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461 et seq.
   C. The BIDDER has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted BID.
   D. The BIDDER submitting the offer hereby certifies that the individual signing the BID is an authorized agent for the BIDDER and has authority to bind the BIDDER to the CONTRACT.
   E. That no person has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, and that no member of the CITY Council or CITY employee has any interest, financial or otherwise, in the Contracting firm.

2. COMPLIANCE WITH LAW. The CONTRACTOR, in the execution of THE WORK, shall conform to all applicable Federal, State, and local laws, rules and regulations. If CONTRACTOR observes that the CONTRUCTION DOCUMENTS are at variance therewith, it shall promptly notify CITY in writing, and any necessary changes shall be made as provided in this CONTRACT for changes in work. CONTRACTOR shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to CITY.

3. LICENSES. THE WORK to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended), if applicable. All BIDDERs and their subcontractors shall be duly licensed to perform THE WORK at the time the BID is submitted pursuant to all applicable laws, rules and regulations. At all times thereafter, while performing THE WORK, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the BID DOCUMENTS. It shall be the CONTRACTOR's responsibility to verify that its subcontractors have all appropriate licenses, permits, certifications, approvals and authorizations prior to their performing CITY of Page work on behalf of the CONTRACTOR.

4. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.

5. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. The CITY reserves the right at any time during the progress of THE WORK to make necessary alterations of, deviations from, additions to, or deletions from the CONTRACT, or may require the performance of EXTRA WORK neither covered by the specifications nor included in the BID, but forming a part of THE WORK contracted for; provided however, the CONTRACTOR shall not proceed with any such change or EXTRA WORK without a written CHANGE ORDER approved by the CITY. Adjustments, if any, in the amount to be paid to the CONTRACTOR by reason of any such change shall be agreed upon by the Parties prior to issuance of the CHANGE ORDER.

   No claim for any changed or EXTRA WORK of any kind shall be allowed unless the work is ordered and approved in writing by the CITY in the form of a CHANGE ORDER. No anticipated profits shall be allowed for work deleted.

   In the event any written instructions appear to the CONTRACTOR to involve a change or EXTRA WORK for which, in his opinion, he should receive extra compensation, he shall make a written request to the Department Director named herein, or his properly authorized agent, for a written CHANGE ORDER. The matter shall then be submitted to the CITY for final determination as to whether or not a change or EXTRA WORK was involved, and if so, the amount due to the CONTRACTOR. Any claim for extra cost pursuant to this provision, together with supporting documents and receipts must be filed within ten (10) consecutive calendar days after performing the work for which the extra cost is claimed.

   If CONTRACTOR, in the course of THE WORK, finds any discrepancy between the CONSTRUCTION DOCUMENTS and the physical conditions of the locality, or any errors or omissions in the CONSTRUCTION DOCUMENTS or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform CITY, in writing, and CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

6. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to CITY, shall at all times safely guard and protect Contractor's own work; provide, erect, and maintain suitable barriers around all excavations or obstructions to prevent accidents; and provide, place and maintain during the night sufficient lights, signals, and signs for this purpose on or near the work. The CONTRACTOR shall at all times, until its completion and final acceptance, protect his work apparatus, equipment, and material from accidental or other

damage; and make good any damages thus occurring at no additional cost to CITY.

The CONTRACTOR, at no additional expense to the CITY, shall at all times be responsible for the preservation of all public and private property on the surface and subsurface, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. In the event damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of THE WORK, such property shall be restored by CONTRACTOR.

CONTRACTOR shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and all other utilities and fixtures which may be encountered during the progress of work. All utilities and other service facilities or fixtures if damaged, shall be repaired by CONTRACTOR without additional compensation.

Until written final acceptance of the work by CITY, CONTRACTOR shall be responsible for and take every precaution against injury or damage to any part of THE WORK from any cause, whether arising from the execution or non-execution of THE WORK . CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of THE WORK occasioned by any cause, with the exception of negligence or willful misconduct of the CITY, before final acceptance and shall bear the expense thereof.

7. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

8. CLEAN UP. CONTRACTOR shall, as directed by CITY, remove from CITY's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation. All surplus materials and all materials and equipment removed and not reused as a condition of this CONTRACT shall remain or become the property of the CONTRACTOR, unless otherwise so stated in writing.

9. CITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, CITY, after notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

The following Agreement contains terms and conditions which the CONTRACTOR must be prepared to accept upon receipt of a NOTICE OF AWARD.

SERVICES CONTRACT

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the CITY and CONTRACTOR, as follows:

1. CONTRACT DOCUMENTS. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the CONTRACT DOCUMENTS:

a. Notice of Invitation for Bid
b. Definitions
c. Scope of Services
d. Instructions to Bidders
e. General Conditions
f. Special Conditions (if any)
g. Contractor's Reference List
h. List of Subcontractors & Material Vendors
i. Bid Form
j. Notice of Award

The above named documents are essential parts of this CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. CONTRACTOR agrees to be bound by all terms, conditions, covenants, and obligations in the CONTRACT DOCUMENTS as if each were again fully set forth verbatim herein. In the event any document conflicts or contradicts this instrument, this instrument shall be controlling.

2. The date of commencement of the project shall be the date fixed in the "Notice to Proceed" issued by the City of Page. The Contract Time shall be measured from the date of commencement.

The CONTRACTOR shall achieve substantial completion of the entire project not later than June 30, 2016, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that completion of this project within the monetary and time constraints placed on the project is of utmost importance and CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure that the project is completed competently within budget and on time. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, CITY and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of

damages that CITY will suffer. Therefore, the Parties agree that in the event the CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified herein, liquidated damage shall be assessed in the amount of $500.00 per day that the CONTRACT remains unfinished. This amount represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to CITY and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

3. PAYMENT. In consideration of the services specified in this CONTRACT, CITY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-221. CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221. Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Retention will be in accordance with A.R.S. § 34-221.

In no event shall the total payment(s) paid to the CONTRACTOR under this CONTRACT exceed $_____

Nothing in this CONTRACT shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

4. SCOPE OF SERVICES. CONTRACTOR shall provide for CITY all labor, materials and equipment necessary to perform THE WORK provided for in the CONTRACT DOCUMENTS. All work shall be done in a skillful and workmanlike manner per specifications called for in the CONTRACT DOCUMENTS.

5. CONTRACTOR/SUBCONTRACTOR PERFORMANCE. CONTRACTOR shall perform the work in accordance with the terms of this CONTRACT and to the best of CONTRACTOR'S ability. CONTRACTOR agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services at the time and in the locality such services are performed. Furthermore, CONTRACTOR shall perform the work or services in accordance with generally accepted methods and standards.

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work, CONTRACTOR shall undertake, at CONTRACTORS own expense, corrective adjustments, modifications, or repair.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

6. INSURANCE. CONTRACTOR, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal

process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better.

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this CONTRACT is satisfactorily completed; failure to do so may, at the sole discretion of CITY, constitute a material breach of this CONTRACT.

CONTRACTOR's insurance shall be primary insurance in regard to the CITY, and any insurance or self-insurance maintained by CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services. The City shall be named as an additional insured.

Prior to commencing work or services under this CONTRACT, CONTRACTOR shall furnish the CITY with Certificates of insurance, or formal endorsements as required by this CONTRACT, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverage, conditions and limits required herein are in full force and effect. All Certificates of Insurance shall be identified with the bid number and title.

If a policy does expire during the life of this CONTRACT, a renewal certificate must be sent to CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:
Limits: Combined single Limit Bodily Injury/Property damage- not less than $1,000,000.

Automobile Liability:
Limits: Bodily Injury-$250,000 each person
$500,000 each occurrence
Property Damage- $100,000 each occurrence

Workers' Compensation:
The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, this CONTRACT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of this CONTRACTOR.

7. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless CITY, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, expert witness fees, and/or litigation expenses, which may be brought or made against or incurred by CITY on account of (1) loss or damage to any property or interest of CITY, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of CONTRACTOR or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of CITY, or its employees.

The amount and type of insurance coverage requirements set forth within this CONTRACT shall in no way be construed as limiting the scope of the indemnity as set forth herein.

8. INDEPENDENT CONTRACTOR STATUS. Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of CONTRACTOR'S business; (b) the nature of the work contained within this CONTRACT is specialized, and CITY has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) CONTRACTOR is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by CONTRACTOR has no relationship to the regular business conducted by CITY; (e) it is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall CONTRACTOR or any subcontractor, or any employee of CONTRACTOR or any subcontractor be deemed to be employed by CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

9. ASSIGNMENT. CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY. Approval may be withheld at the sole discretion of CITY, provided that such approval shall not be unreasonably withheld.

10. AUTHORITY TO CONTRACT. CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that CITY does not have authority to enter into this CONTRACT, CITY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

11. CANCELLATION FOR CONFLICT OF INTEREST. This CONTRACT is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

12. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if CONTRACTOR shall violate any of the covenants, provisions, or stipulations of this CONTRACT, CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall, at the option of CITY, become its property and CONTRACTOR shall be paid an amount based on time and expenses incurred by CONTRACTOR prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

13. TERMINATION FOR CONVENIENCE. CITY may terminate this CONTRACT at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this CONTRACT is terminated by CITY as provided herein, CONTRACTOR shall be paid an amount based on the time and expense incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

14. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated without penalty to the CITY, if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

15. WARRANTY. CONTRACTOR warrants that work performed will conform to the CONTRACT DOCUMENTS and is free of any defect in equipment, material or design furnished, or workmanship performed by the CONTRACTOR or any of its subcontractors or suppliers at any tier. This warranty shall continue for a period of one (1) year from the date of final acceptance of the WORK. CONTRACTOR shall remedy at CONTRACTOR'S expense any failure to conform, or any defective work.

16. REMEDIES. Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

17. WAIVER. Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be

performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

18. CHOICE OF LAW/VENUE. Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

19. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.

20. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of CONTRACTOR or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

21. CONSTRUCTION OF THIS CONTRACT. This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.

22. NOTICES. All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

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

Contractor:
_____
_____
_____
_____

///

///

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

City of Page
An Arizona municipal corporation

By_____

Date_____

Attested By:

_____
Kim Larson, City Clerk

Contractor:

By:_____

_____

Date_____

Approved as to Form:

_____
City Attorney

THE CONTRACTOR'S REFERENCE PAGE
(Submit with Bid)

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. CITY may contact some or all of the references provided in order to determine Bidder's RESPONSIBILITY and performance record on work of similar scope. CITY reserves the right to contact references other than those provided in the response and to utilize the information gained from them in the evaluation process.

Previous work for the CITY may be used as references. Complete each item for all 6 references (3 Current and 3 Former):

Current References:

Owner/Agency:	HURRICANE CITY
Address:	147 N. 870 W.
City, State, Zip	HURRICANE, UT 84737
Phone:	435-668-5634
Contact Person:	LARRY HUTCHINGS
Project Name/Scope	2015 SLURRY SEAL PROJECT

Owner/Agency:	PARK CITY
Address:	1053 IRON HORSE DR.
City, State, Zip	PARK CITY, UT 84060
Phone:	435-615-5335
Contact Person:	TROY DAYLEY
Project Name/Scope	2015 PAVEMENT MAINTENANCE, SLURRY SEAL TYPE II & CRACK SEAL

Owner/Agency:	DRAPER CITY
Address:	1020 PIONEER RD.
City, State, Zip	DRAPER, UT 84020
Phone:	801-576-6536
Contact Person:	STEVE GLOVER
Project Name/Scope	2015 PAVEMENT MAINTENANCE, SLURRY SEAL TYPE II, CRACK SEAL, STRIPING ASPHALT PATCHING, PIPEWORK, MICRO-SURFACE, MASTIC SEAL

Former References:

Owner/Agency:	OREM CITY
Address:	56 N. STATE ST.
City, State, Zip	OREM, UT 84057
Phone:	801-229-7000
Contact Person:	JARED PECK

SLURRY SEAL TYPE II

Owner/Agency:	SANDY CITY
Address:	10000 CENTENNIAL PKWY
City, State, Zip	SANDY, UT 84070
Phone:	801-201-2048
Contact Person:	DAVE MARBLE
Project Name/Scope	SLURRY SEAL PROJECTS 2010,2011,2012,2014,2015 SLURRY SEAL TYPE II, III, MICROSURFACE

Owner/Agency:	MURRAY CITY
Address:	5025 S. STATE ST.
City, State, Zip	MURRAY, UT 84107
Phone:	801-270-2454
Contact Person:	MIKE PFEIFFER
Project Name/Scope	2012-2017 PAVEMENT PRESERVATION. SLURRY SEAL, CRACK SEAL, PATCHING, MASTIC SEAL, MICROSURFACE

LIST OF SUBCONTRACTORS & MATERIAL VENDORS
(Submit with bid)

In compliance with the Instructions to Bidders, the undersigned submits the following of subcontractors are to be utilized in performing the WORK for this project.

Subcontractor's Name	Business Address	Description of Work
STRAIGHT STRIPE PAINTING	260 N. 3050 E. ST GEORGE UT 84770	STREET STRIPING
ARIZONA LIC # ROC 249005		

The BIDDER proposes that the named items of major equipment and materials required for the WORK will be supplied by the manufactures or suppliers set forth below.

Manufacturer or Supplier	Item	
BERGKAMP M210	SLURRY PAVER	x2
ELGIN	SWEEPER/VAC TRUCK	x1
BEARCATT	CRACK SEAL KETTLE	x2
SEALMASTER	SEALCOAT BUGGY	x1
RAYNER/CPM	SEALCOAT TANK	x1
GRACO	LAZERLINER STRIPERS	x3

STATEMENT OF BIDDER'S QUALIFICATIONS

If bidder is a corporation, answer the following:

(a) Date of incorporation: 4/30/1987
(b) State of incorporation: UTAH
(c) President's name: DEAN GARRETT
(d) Vice President's name: –
(e) Secretary's or Clerk's name: FRED BAUMAN
(f) Treasurer's name: FRED BAUMAN

If bidder is a partnership, answer the following:

(a) Date of organization: N/A
(b) Name and address of all partners. State whether it is a general or limited partnership: _____

If other than a corporation or partnership, describe the organization and name principals: _____

Major types of work done by the organization:
ASPHALT PAVING, SITEWORK, ASPHALT MAINTENANCE, STRIPING

How many years has your organization been in business as a contractor under your present business name: 20 YEARS

How many years experience in the proposed type and scale of service has your organization had: 34 YEARS
(a) As a general contractor: 34 YEARS
(b) As a subcontractor: 34 YEARS

What is the experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years Construction Experience	Magnitude & Type of Work	In what Capacity
TODD MORGAN	Chairman	50 yrs.	Asphalt/General	Owner/Operations
Dean Garrett	President	30 yrs.	Asphalt	Sales/Finance/Operations
Fred Bauman	Corp. Sec.	20 yrs.	Asphalt	Books/Finance

BID FORM

Bidder's Name: Morgan Pavement Maintenance
P.O. Box 190 Clearfield, UT 84089

The undersigned bidder has carefully examined the BID DOCUMENTS and the site of the work for the **CRACK SEALS, SEAL COATS AND SLURRY SEALS** for the City of Page, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all THE WORK and furnish all materials called for in the BID DOCUMENTS.

The undersigned BIDDER understands that the quantity of work as shown herein shall be lump sum, complete in place.

THE BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THE BID DOCUMENTS FOR THE LUMP SUM BID PRICE OF:
One hundred sixty-six thousand five hundred thirty-eight dollars and 35/100 Dollars ($ 166,538.35)

Accompanying this BID is a Bid Bond for Ten Percent (10%) of the lump sum bid payable to CITY, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute the CONTRACT and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the BID DOCUMENTS; otherwise said Bid Bond is to be returned to the undersigned.

Date: 4/26/2016
Name of Bidder: Travis Speight
Signature of Bidder: [signature]
Title of Bidder: Estimator
Address of Bidder: P.O. Box 190 Clearfield, UT 84089
Bidder's Telephone Number: 801-544-5947
Bidder's Fax Number: 801-416-8061

BIDDER shall have the following License(s) to perform THE WORK specified herein:

Arizona General Contractor's License #: ROC 217546

Federal Tax ID #: 20-2494917

Addendum #1 Acknowledged 4/22/16

NOTICE OF AWARD

Date:
Contractor:
Address:

SUBJECT: NOTICE OF AWARD – CRACK SEALS, SEAL COATS AND SLURRY SEALS
The City of Page, having duly considered the bid submitted on April 26th, 2016 for the City of Page **CRACK SEALS, SEAL COATS AND SLURRY SEALS** as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City's best interest, said BID is hereby accepted at the rates contained therein, and in accordance with all terms, conditions, covenants, and provisions set forth in the CONTRACT DOCUMENTS.

In accordance with the terms of the CONTRACT DOCUMENTS, you are required to execute the formal CONTRACT within ___ ( ) consecutive calendar days from and including the date of receipt of this Notice.

In addition, you are requested to furnish at the same time, the required certificates of insurance evidencing compliance with the requirements for insurance stated in the CONTRACT DOCUMENTS.

City of Page, Arizona
Sincerely,

_____
Name: Clifford Linker, Director
Department: City of Page, Public Works

RECEIVED AND ACCEPTED:

Contractor

By:_____
Name:_____
Date:_____

NOTICE TO PROCEED

[Date]

[Contractor Name]
[street or PO Box]
[City, State, Zip]

Attention:

SUBJECT: NOTICE TO PROCEED – [Project Title]

You are hereby authorized to proceed with work effective _____, 2016 and fully complete all work within ___ consecutive calendar days from this date. The completion date for this Project is therefore _____, 2016.

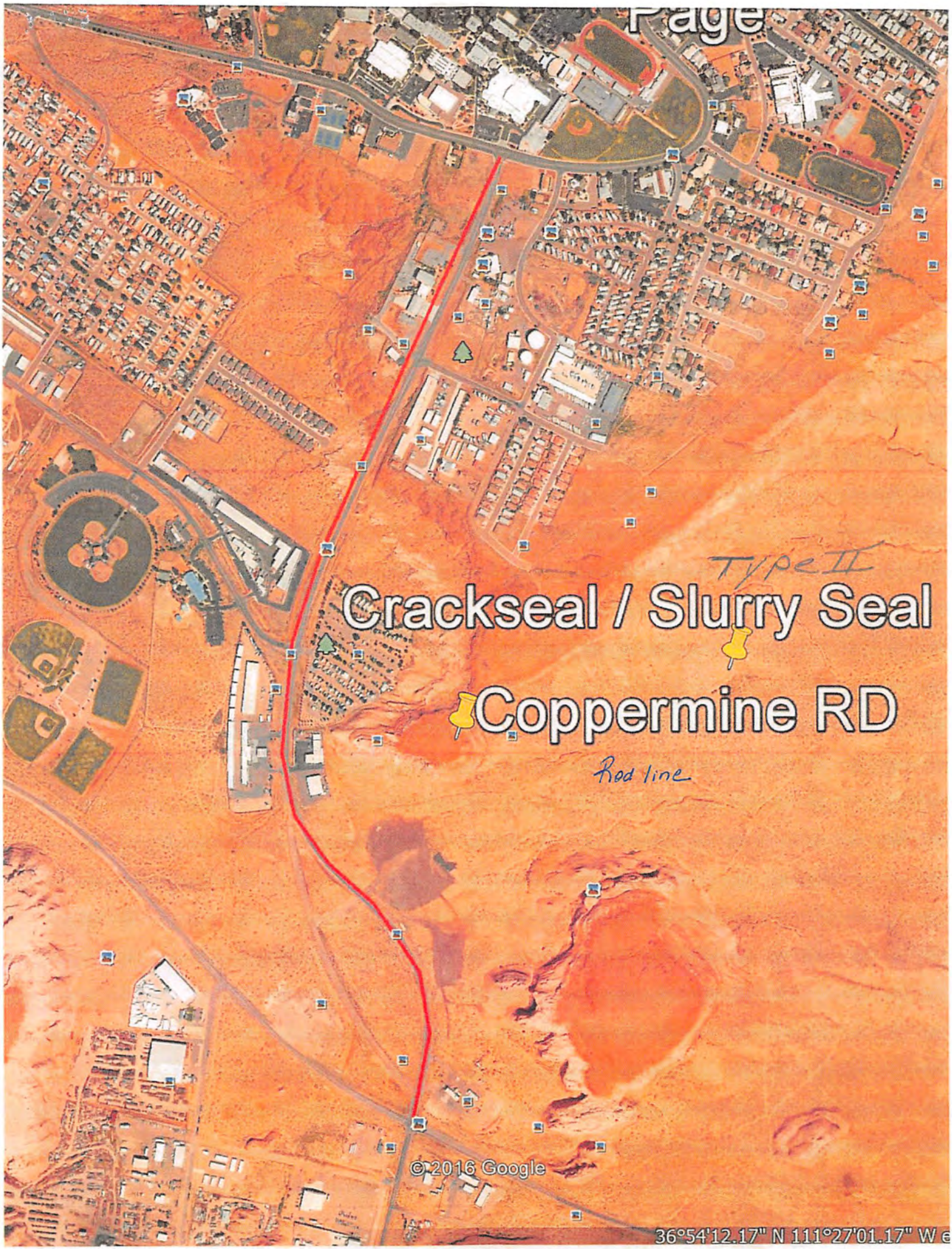
City of Page, Arizona
Sincerely,

_____
[Name]
[Department Director Title]

RECEIVED AND ACCEPTED:

Contractor

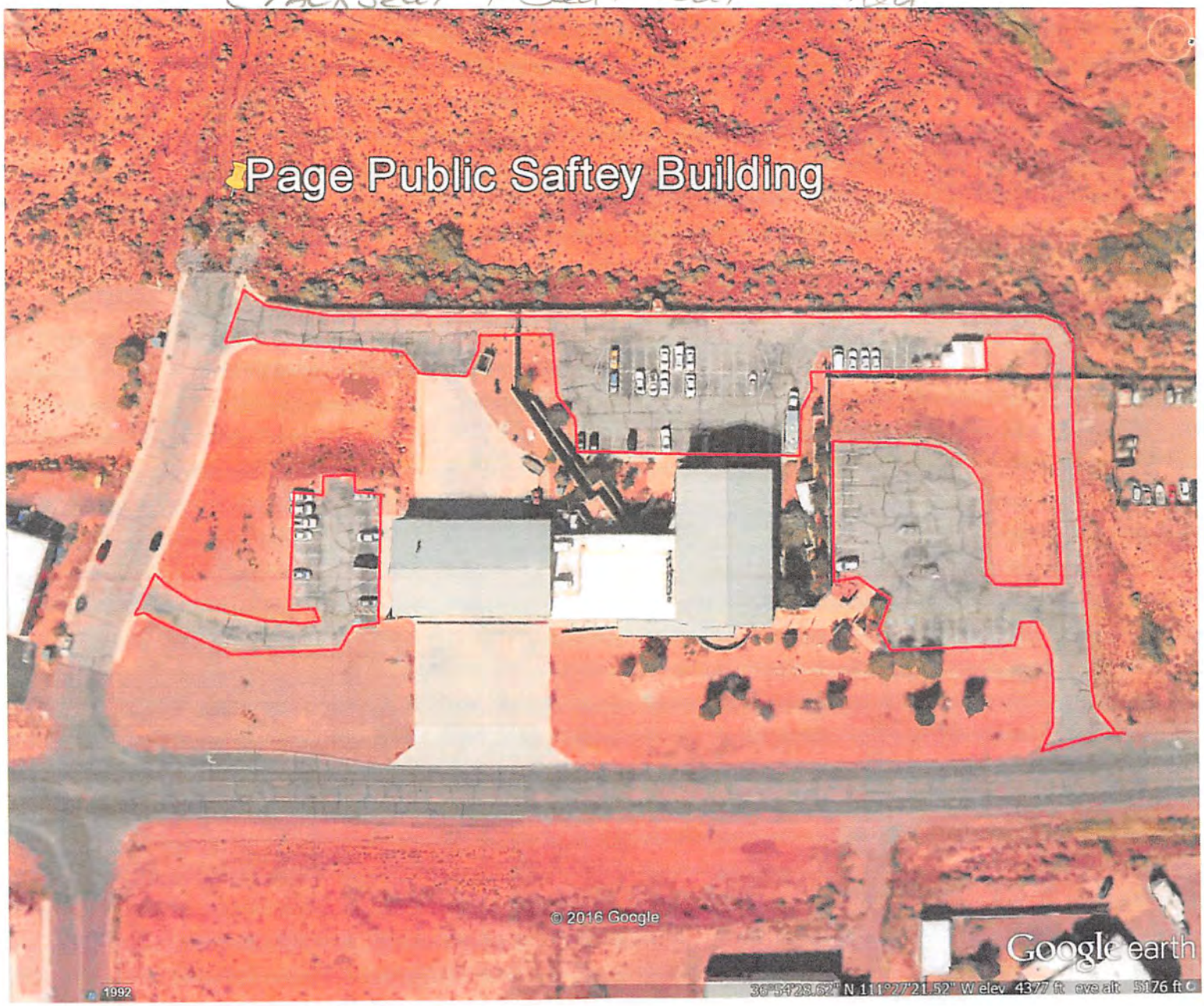
By:_____
Name:_____
Date:_____


Page
Type II
Crackseal / Slurry Seal
Coppermine RD
Red line
©2016 Google
36°54'12.17" N 111°27'01.17" W

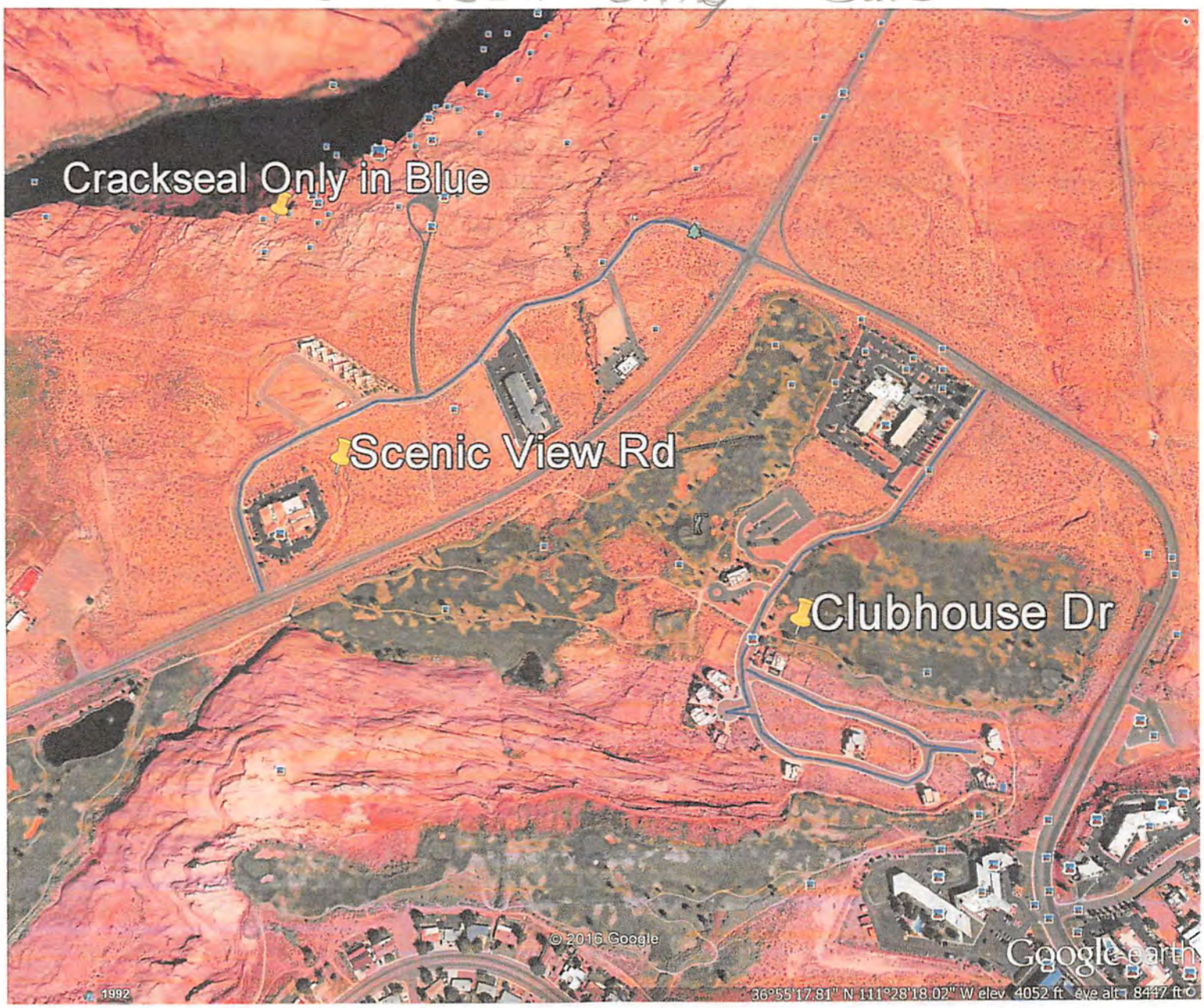
Type II. Slurry Seal - Yellow

Cracksea l + Seal coat - Red

Crack Seal + Seal Coat - Red



Crackseal Only - Blue



Bond No. n/a

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Morgan Pavement Maintenance

as Principal hereinafter called the Principal, and The Guarantee Company of North America a corporation duly organized under the laws of the state of Michigan as Surety, hereinafter called the Surety, are held and firmly bound unto City of Page

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent

Dollars ($ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Crack Seals, Seal Coats, Slurry Seals for City Streets & Parking Lots

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of April, 2016

Witness

Morgan Pavement Maintenance
Principal (Seal)

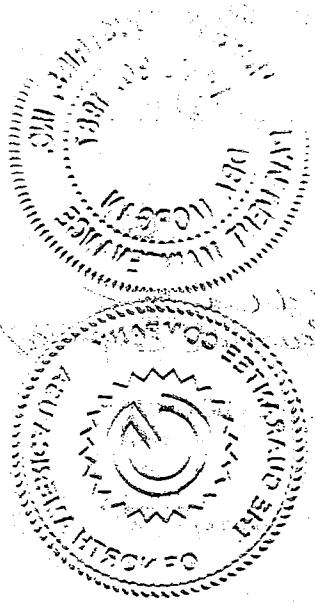
By: Fred C Baumann Corp Sec/CFO
Name/Title

Witness

The Guarantee Company of North America
Surety (Seal)

By: Todd Chapman
Attorney-in-Fact

ORSC 21328 (5/97)



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Todd Chapman, Keller Jensen
Fortress Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of April, 2016

Randall Musselman, Secretary

Request for City Council Action

Title:	Antelope Avenue French Drain		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☐ New Business ☒ Other Bids	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Engineering	**Supporting Documents:**	Recommendation from Four Corners Environmental; Map
Prepared By:	Matthew Wood	**Presented By:**	City Manager
Reviewed By:	City Manager	**Approved By:**	City Manager
Proposed Action:	Motion to award the Antelope Avenue French Drain project bid.		

BACKGROUND: Last year, staff was contacted by neighbors in the 200 block of Antelope Avenue. They were concerned about the standing water on their properties and Antelope Avenue near Rustic Road. The standing water has lead to deterioration of the street pavement, concrete sidewalk and curb and gutter system. Staff contacted Mr. Brose , Principal of Four Corners Environmental, Inc., who concluded that "The seepage appears to follow a pre-existing surface channel extending beneath the residential development. The channel has apparently been blocked by the more recent residential development to the east of the seepage discharge location. The blockage results in groundwater intercepting and discharging to the ground surface. The discharge is resulting in shallow saturated conditions that are adversely impacting the roadway and adjacent residential areas." (See attachment for additional information).

Mr. Brose recommended a remedial strategy to mitigate the seepage conditions associated with the shallow groundwater. "The most effective initial solution would include the installation of a French drain extending from the western property line of 229 Antelope Avenue easterly to the storm drain located near the southwestern corner of Sage Road and Antelope Avenue, trenched along the south side of the roadway.

The City solicited a bid for the installation of a French Drain located on the south side of Antelope Avenue from Sage Avenue to 229 Antelope Avenue. This drain will tie into an existing City storm drain system at the intersection of Antelope Ave. and Sage Ave. and proceed west along the edge of the asphalt to the west side of 229 Antelope Avenue.

This drain line will serve two purposes:

1) It will provide somewhere for groundwater, which is present in wet years, to go instead of sit under the road and surface up through cracks in the concrete and asphalt, prolonging the life of the road and sidewalks; and
2) It will allow the property owners at 233 and 229 Antelope Ave. the opportunity to at their cost connect a personal drain system to remove the ground water on their property. This project will include lateral lines at these two properties installed to the back of sidewalk.

The bid documents have been evaluated and found to be in order. There were four bids submitted:

- Construction & Mining Services Inc. - $46,935.00
  Cedar City, UT
- Barco, LLC - $52,889.88
  Washington, UT
- Apache Underground & Excavating, LLC - $53,740.00
  Lakeside, AZ
- JDM Sand and Rock, Inc. - $72,119.00
  Fredonia, AZ

BUDGET IMPACT: Construction & Mining Services Inc. - $46,935.00

STAFF RECOMMENDATION: Motion to award the Antelope Avenue French Drain Bid to Construction & Mining Services, Inc.

March 30, 2015

City of Page
697 Vista Avenue
Page, Arizona 86040

Attention: Ms. J. Crystal Prentice
City Manager

Re: Letter Report of Professional Environmental Consulting Services
Groundwater Seepage Mitigation Recommendations
Southwest Corner of Rustic Road and Antelope Avenue
Page, Arizona
Four Corners Environmental, Inc. Project No. 15017

Dear Ms. Prentice:

Four Corners Environmental, Inc. (Four Corners) is pleased to provide this letter report documenting our recommendations to assist in the mitigation of shallow groundwater seepage at the junction of Rustic Road and Antelope Avenue in Page, Arizona. 1The project was completed in accordance with Four Corners' Proposal No. P-15-017, dated March 25, 2015.

PROJECT UNDERSTANDING

Based on our site visit of March 23, 2015 and discussions with Mr. Matt Wood of the City of Page, Four Corners understands that groundwater seepage is occurring at the junction of Rustic Road and Antelope Avenue in the City of Page, Arizona. Although the source(s) for the groundwater are poorly defined, the seepage is creating standing water in the city easement and resulting in a deterioration of the street pavement, concrete sidewalk, and the curb and gutter system. A remedial strategy is necessary to mitigate the seepage conditions to reduce the operational and maintenance issues associated with the shallow groundwater.

FIELD OBSERVATIONS

As a result of our field observations and discussions with City of Page Utility personnel and area residents, and Four Corners research, the following information was obtained regarding the seepage problem.

- The seepage problem is irregular in timing and appears to occur occasionally following wet winter conditions. Residents indicate that the current conditions have only been replicated once or twice within the last decade.

- The seepage, which includes saturated conditions and water at the surface, extends from the southeastern corner of the junction of Rustic Road and Antelope Avenue upstream adjacent to, and locally beneath, two residences.

- Historical topography and aerial photographic images indicate the presence of a channel directing surface flow from the west, near the existing Page High School, easterly beneath the residential development.

- The seepage has resulted in deterioration of the asphalt roadway that has apparently required historical maintenance as evidenced by the presence of a large patch on the eastern portion of Rustic Road near the intersection of Antelope Avenue.

- Water was observed flowing from cracks in the asphalt and concrete materials in the right-of way.

- Residents indicate that the problem worsens during winter months when snow is present. Residents also indicate that the flow, when it occurs, appears to increase in the afternoon hours.

- The seepage occurs upstream of the historical eastern margin of the initial residential development. City of Page personnel indicated that the area downstream of the initial residential development historically appeared to be a discharge location for subsurface flow, with white evaporate deposits on the surface. Subsequent development to the east has covered this historical groundwater and surface flow collection area.

- There appear to be two sources of water contributing to the seepage. One source is incident precipitation, and the other is infiltration of irrigation from upstream areas. The residents indicated that the problem worsens in the afternoon: irrigation of the Page High School fields was observed during the site visit shortly before noon.

CONCLUSIONS

The seepage appears to follow a pre-existing surface channel extending beneath the residential development. The channel has apparently been blocked by the more recent residential development to the east of the seepage discharge location. The blockage results in groundwater intercepting and discharging to the ground surface. The discharge is resulting in shallow saturated conditions that are adversely impacting the roadway and adjacent residential areas.

It is likely that the channel is perennially saturated from upstream irrigation sources. The irregular but seasonal precipitation and snow melt add to the flow, which overwhelms the downstream ability to conduct flow beyond the daylight line between the two developments. Observations of irrigation timing at the Page High School, combined with resident's statements that flows tend to increase during the afternoon, partially support this assessment.

The seepage presents an ongoing maintenance requirement, and is resulting in premature deterioration of the asphalt roadway and associated infrastructure. Mitigation of the seepage problem will likely reduce future maintenance needs and improve the overall condition of the roadway.

RECOMMENDATIONS

Subsurface drainage improvements are required to mitigate the seepage encountered at the junction of Rustic Road and Antelope Avenue. Four Corners recommends that initial mitigation efforts should focus on simply providing a pathway for the accumulated subsurface water to drain across the impediment to flow. The impediment apparently was caused by the disruption of the original channel when the residential area was developed. The most effective initial solution would include the installation of a French drain extending from the western property line of 229 Antelope Avenue easterly to the storm drain located near the southwestern corner of Sage Road and Antelope Avenue, trenched along the south side of the roadway.

A typical French drain system is installed in a two foot wide trench that has a minimum depth of four to five feet and a minimum 1.5% slope. A four or six inch pipe, with holes spaced at 40^0 on the bottom 120^0 of the pipe can be used to collect and transport the subsurface flow. The pipe is typically wrapped in a filter cloth, and the trench is backfilled with a permeable backfill such as pea gravel. A filter fabric is placed one foot below the finished elevation, and the remainder of the trench is backfilled with compacted base coarse fill to below the roadway surfacing.

Four Corners has not reviewed the elevation(s) of the storm drain located near the southwestern corner of Sage Road and Antelope Avenue or the elevations of the Antelope Avenue roadway. Four Corners suggests that the City of Page Engineering Department complete the design the French drain system using the generic guidelines presented above and city records.

Four Corners also recommends informing the residents impacted by the seepage of the intent to mitigate the problem in the public right-of-way to provide the residents an opportunity to improve the drainage beneath their properties. This could be accomplished by tying a lateral French drain system from the residential property into the main located in the public right-of-way.

Four Corners appreciates the opportunity of providing the City of Page our professional consulting services. Should you have any questions regarding the content of this letter report, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

Richard J. Brose, R.G.
Principal

Rhonda A. Brose
Rhonda A. Brose
C.E.O.

page ARIZONA THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Appointment of Zoning Code Task Force Member		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☐ New Business ☒ Other-Departments	**Action:**	☒ Motion ☐ Resolution ☐ 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 Appoint Holly Helme to Serve on the Zoning Code Task Force		

BACKGROUND:

In March, the City Council authorized Staff to enter into a professional services agreement with Michael Baker and Associate to update the City of Page Zoning and Zoning Map. As part of the Zoning Code update process, staff is recommending that a Zoning Code Task for be appointed to carry out the primary work of review and discussion of proposed language and the digital zoning map.

The Task force should be comprised of up seven to nine individuals that represent the viewpoint of various elements of the community as they will be in a strong position to offer constructive ideas during drafting of the new code. The task force should provide a level of knowledge and discussion not available from people who may only experience parts of the process. Members should serve as supporters of the ordinance through adoption and application of the ordinance.

Over the past few months Staff has reached out to the public in various ways to solicit members for the Zoning Code Task Force. This outreach has resulted in one additional individual, Holly Helme who has expressed a desire to serve on the board. Ms. Helme brings a real estate background as well as long-time resident perspective to the Task Force.

Appointment of Ms. Helme would bring the total number of members on the Task Force to nine (9), which is the maximum number of members recommended by Staff and our consultant, Michael Baker, Int.

STAFF RECOMMENDATION:

I move to appoint Holly Helme to serve on the Zoning Code Task Force.

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Agenda Management Program		
Meeting Date:	May 11, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☐ New Business ☒ Dept. - City Clerk _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	City Clerk	**Supporting Documents:**	None
Prepared By:	City Clerk Kim Larson	**Presented By:**	City Clerk, Kim Larson
Reviewed By:	City Manager Crystal Dyches	**Approved By:**	City Manager Crystal Dyches
Proposed Action:	Motion to approve the purchase of an agenda management program, twelve iPads, and two televisions		

BACKGROUND:
In order to streamline the agenda process, the City Clerk's Department is interested in purchasing the following items:

Agenda Management Program
Twelve iPads
Two televisions for City Council Chambers

The City of Page is one of the few cities/towns in Arizona that prepares the City Council agenda and agenda packet manually. There are agenda management programs available that will save hours of staff time preparing the agenda, along with paper and toner.

The agenda management programs available include electronic submission of agenda items and supporting files, and tracking of item status and approval process. Once the agenda is prepared, City Council will have access to the agenda packet immediately on their iPad, and will be able to add comments and bookmark the agenda. The public will also have immediate access to the meeting agenda and packet on the City of Page website. The City Boards and Commission will also be able to use the agenda management program and the Clerk's Department can use the agenda management program to post the Boards and Commission agendas on the website. This will save the City Clerk's Department several hours a week in website posting.

At this time we are also looking into installing two televisions in the Council Chambers. The televisions will be used to show the agenda and presentations to the public. This will eliminate paper agendas and staff time in setting up the projector and screen for power point presentations.

We are in the process of reviewing several agenda management programs, and would like to discuss the concept with City Council and answer any questions prior to proceeding.

There are sufficient funds in FY 2015/2016 line item 10-404-2590 to purchase the items necessary to move forward with an automated agenda management program.

BUDGET IMPACT:

- Agenda Management Program - approximately $3,000.00 for a one-time setup fee and $5,000.00 - $7,500.00 annually, depending on the vendor and options that are chosen.
- 12 iPads with screen protector and flip cover case - approximately $8,000.00
- 2 televisions - approximately $1,500.00

STAFF RECOMMENDATION:

Motion to approve the purchase of an agenda management program, twelve iPads and two televisions.