



**MEETING NOTICE  
CITY OF PAGE  
CITY COUNCIL**

**CITY COUNCIL REGULAR MEETING**

**CITY HALL, 697 VISTA AVENUE**

**PAGE, ARIZONA**

**MAY 25, 2016**

**6:30 P.M.**

**NOTICE OF PUBLIC MEETING AND AGENDA**

**1. CALL TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

Mayor Bill Diak

Vice Mayor John Kocjan    Councilor 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 – May 11, 2016

Regular City Council Meeting – May 11, 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

Page Utility Enterprises Board-April 12, 2016

7.2 INFORMATION

City of Page Monthly Cash Allocation Variance Report

**8. PUBLIC HEARINGS**

8.1 Transfer of Franchise Agreement between Cable One, Inc., a Delaware Corporation to South Central Communications, Inc.

## **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 the transfer of Franchise Agreement from Cable One to South Central Communications, Inc.

11.2 Presentation by Interim IT Director Gene Martel and possible discussion by City Council

## **12. BID AWARDS**

12.1 Discussion and possible action by the City Council pertaining to the award of bid for the City of Page Occupational Health Services Contract

## **13. BUSINESS FROM THE MAYOR**

None scheduled

## **14. BUSINESS FROM THE MANAGER**

None scheduled

## **15. BUSINESS FROM THE CITY ATTORNEY**

None scheduled

## **16. BUSINESS FROM THE COUNCIL**

16.1 Discussion and possible action by the City Council pertaining to the FY 2016 Third Quarter Financial Report

## **17. BOARDS & COMMISSIONS**

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

17.2 Discussion and possible action by the City Council pertaining to an appointment to the Page Utility Enterprises Board-Resolution 1161-16

## **18. DEPARTMENTS**

None scheduled

## **19. CLAIMS**

None

**ADJOURN**

**FOR YOUR INFORMATION**

Next Regular Meeting Wednesday, June 8, 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](http://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](mailto: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](http://cityofpage.org/government/councilpriorities)**

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

Thank you

**PAGE CITY COUNCIL  
WORK SESSION MEETING MINUTES  
MAY 11, 2016**

A Work Session Meeting of the Page City Council was held at 6:00 p.m. on May 11, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler (excused; arrived at 6:08 p.m.), Levi Tappan, Korey Seyler, and Dennis Warner were present

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Linda Watson, Finance Director; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

Discussion only by the City Council pertaining to amending Ordinance No. 616-14 and reallocating the 15% of the final one percent (1%) privilege tax

City Manager Crystal Dyches reviewed her Request for City Council Discussion, by this reference made a part of herein. The recommendation was that since three (3) out of the five (5) Community Development Department divisions are funded from the General Fund *Fund 10*, the remaining two divisions (Tourism and Economic Development) move their funds from their current Community Development Fund *Fund 42*, into *Fund 40* Capital Projects, and then be funded by *Fund 10*, the General Fund.

Councilor Warner stated now that the City has a functioning and staffed Community Development Department with a director, moving Fund 42 to Fund 40 would be more streamlined and simpler to manage for the entire department, to have a steady stream of revenue that will fund the projects that are being planned.

Community Development director Kim Johnson concurred that it made sense since many of City Council's Strategic Priorities fall under her department and most of her large projects would be funded by Capital Projects *Fund 40* anyway.

There was discussion.

Ms. Dyches said she was scheduling a City Council Work Session on May 25<sup>th</sup> regarding her recommended FY 16/17 budget, and sought direction on whether to amend Ordinance No. 616-14 or not.

Councilors Tappan and Bryan suggested that the Community Development Advisory Board weigh in on this matter at their next meeting, and City Manager Dyches stated there could be a presentation to the Board so they could make a recommendation on an amended ordinance.

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

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Sue Kennedy  
Deputy City Clerk

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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 11<sup>th</sup> day of May, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25<sup>th</sup> day of May, 2016

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Sue Kennedy, Deputy City Clerk



## *Request for City Council Discussion*

**DATE: MAY 11, 2015**

**TO: MAYOR & CITY COUNCIL**

**FROM: J. CRYSTAL DYCHES, CITY MANAGER**

**SUBJECT: FINAL ONE PERCENT OF PRIVILEGE TAX**

**BACKGROUND:** In July 2014, the City Council passed Ordinance No. 616-14; amending Ordinance No. 558-10. The ordinance amended language to clarify the use and dedication of the final one percent (1%) privilege tax to: (1) the City's 2011 series bond debt in the amount of eighty-five percent (85%) and (2) tourism, economic development and community development in the amount of fifteen percent (15%).

As you are aware, the Community Development Department includes five divisions: Building Safety, Code Compliance, Planning and Zoning, Tourism, and Economic Development. Currently Building Safety, Code Compliance, and Planning and Zoning, are included in the General Fund; and Tourism and Economic Development are included in the Community Development Fund.

Staff recommends eliminating the Community Development Fund and creating a new department budget for Tourism and Economic Development activities under the General fund.

In discussions with Councilmember Warner, he suggested that we amend Ordinance No. 616-14 to dedicate the final one percent (1%) privilege tax to: (1) the City's 2011 series bond debt in the amount of eighty-five percent (85%) and (2) Capital Projects *Fund 40* in the amount of fifteen percent (15%).

**BUDGET IMPACT:** The Community Development Department currently has a fund balance of \$412,538. The Capital Project Fund currently has a fund balance of \$667,235.

**STAFF RECOMMENDATION:** Staff requests that City Council discuss the matter and provide direction to staff.

**PAGE CITY COUNCIL  
REGULAR MEETING MINUTES  
MAY 11, 2016**

A Regular Meeting of the Page City Council was held at 6:32 p.m. on May 11, 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. Vice Mayor Kocjan 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; Finance Director, Linda Watson; Public Works Director, Cliff Linker; Community Development Director, Kim Johnson; Fire Chief, Jeff Reed; 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

Councilor Tappan referred to the City Council Strategic Priorities, Community Development Objective 1.3, *Research incentives to encourage new home construction*. He presented the idea to City Council, that the permit fee be waived for new construction of stick built homes on mobile homes lots, in an effort to clean up the cities neighborhoods.

There was discussion that this was a good idea and that it could be looked into.

Councilor Sadler stated that Jeff Hayes, Rural Development Coordinator, from the USDA (United States Department of Agriculture) was at the Economic Development Conference, and that he offered to come to Page and to do a presentation on how the USDA could help with development.

City Manager Crystal Dyches stated that there are plans to meet with Mr. Hayes in the near future.

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

There was no discussion by the City Council

**MINUTES**

Work Session Meeting – April 27, 2016

Regular City Council Meeting – April 27, 2016

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

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**CONSENT AGENDA**

**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

**INFORMATION**

Proclamation – Municipal Clerks Week

Mayor Diak moved the Proclamation – Municipal Clerks Week to the first item of New Business.

Motion made by Vice Mayor Kocjan to approve the consent agenda, with the exception of the Municipal Clerks Week Proclamation. The motion was duly seconded and passed upon a vote.

**PUBLIC HEARINGS**

None

**HEAR FROM THE CITIZENS**

No citizens addressed the City Council.

**UNFINISHED BUSINESS**

None scheduled

**NEW BUSINESS**

Municipal Clerks Week Proclamation

Mayor Diak stated that it was Municipal Clerks Week, National Police Week, Police Officers Memorial Day, and Emergency Medical Services Week, and read each proclamation in its entirety.

**PROCLAMATION  
MUNICIPAL CLERKS WEEK**

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

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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.

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

In 1962, President John F. Kennedy signed a proclamation which designated May 15<sup>th</sup> 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 a 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.

**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 10<sup>th</sup> to be dedicated as "NATIONAL POLICE WEEK" and May 15<sup>th</sup> 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

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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; and

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, and

THEREFORE, BE IT RESOLVED that the City of Page formally designates May 15-21, 2016 as Police Week in Page, Arizona and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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

In 1973, President Gerald Ford authorized Emergency Medical Services Week; a time to celebrate Emergency Medical Service (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 the patients' medical needs with professionalism and compassion. We celebrate all EMS providers who daily risk their own lives and health to protect the well-being of others.

May 15<sup>th</sup> through May 21<sup>st</sup>, 2016 was 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.

**PROCLAMATION  
EMERGENCY MEDICAL SERVICES WEEK**

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

**Page City Council Regular Meeting-May 11, 2016**

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 15<sup>th</sup> – 21<sup>st</sup>, 2016 to be:

**EMERGENCY MEDICAL SERVICES WEEK**

Mayor Diak presented the proclamations to City Clerk Kim Larson, Page Fire Chief Jeff Reed, and Police Chief Frank Balkcom, along with staff present from each department.

Councilor Bryan gave recognition to three high school students in attendance, as officers from the Learning for Life Career Exploring Program. The students were attending with the Page Police Department.

Motion made by Councilor Sadler to approve the Proclamation regarding Municipal Clerks Week. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Sadler to approve the Proclamation for National Police Week and Peace Officers Memorial Day. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Sadler to approve the 2016 Emergency Medical Services Proclamation. The motion was duly seconded and passed upon a vote.

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

Pursuant to Page City Code, Section 2-8-6, the Page Utility Enterprises Board held a Public Hearing on 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)

Mayor Diak stated that the Page Utility Enterprises (PUE) Board approved forwarding the proposed rate change to City Council, and this agenda item is a call for a Public Hearing by City Council pursuant to the City Code.

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Motion made by Korey Seyler to schedule a Public Hearing date for June 8, 2016 at the Regular City Council Meeting. The motion was duly seconded.

There was discussion pertaining to the PUE Board Public Hearing, and Councilor Tappan asked if any citizens spoke at the hearing.

Councilor Warner stated that he had spoken at the Public Hearing. He stated that the PUE Board took the recommendation from Council, because that is what they thought Council wanted, and therefore made that recommendation. The PUE Board had a hearing, and immediately after the hearing voted to move the recommendation onto City Council. He stated that his understanding of a Public Hearing was to gather information from the public and to take that information and do something with it.

He went on to state that more needed to be done with the water and sewer rate adjustment than what was brought forward from the PUE Board. The PUE Board needs to take a more comprehensive look at the sewer rate study recommendations from the consultant, and bring forward what else needs to be done to make the sewer fund whole.

He also pointed out that the Commercial sector has been burdened with 100% of the rate hike. He stated that he did a side-by-side comparison of a sewer bill from another city/town, and the base rate fee of the other community was \$13.00 a month and the City of Page is charging \$4.00 per month, plus the City of Page has a provision that the base rate is based on the usage of three winter months, December, January and February. Therefore the commercial users with a 2" pipe will see an increase in their base amount from \$48.00 a year to \$50.00 a month, with the flowage fee remaining the same. Councilor Warner stated that there are two things that need to be looked at: 1) is the City of Page in line with a residential rate structure? 2) remedy the classification problem, where commercial businesses are classified as residential. Example – a vacation home rental that operates during the summer and closes in the winter, the rates are based on the usage during the lowest three winter months.

There was discussion pertaining to the portion of the rate study that was being proposed for the commercial sewer rate change.

Councilors Warner and Tappan stated that they hoped that citizens will attend the June 8, 2016 Public Hearing and that Council will take the information and do something with it, and not just have the next item on the agenda be to approve the rate structure.

Vice Mayor Kocjan stated that he made the motion based on the rate structure study, to bring something forward, and he thought that there would be further discussion.

Mayor Diak stated that a recommendation has been made by the PUE Board. At this time Council needs to respond by setting the Public Hearing, pursuant to Page City Code, Section 2-8-6.

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Discussion continued.

Councilor Seyler stated that there was a recommendation for an increase with residential and it was set aside, and this was a good start and Council should continue at this time.

The motion passed unanimously upon a vote.

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

Parks and Cemetery staff recommend the purchase of a John Deere X740 Mower. The mower 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.

Public Works Director Cliff Linker presented the agenda item.

Motion made by Councilor Warner to authorize staff to purchase a John Deere X740 Mower. The motion was duly seconded and passed upon a vote.

### 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

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, for a total of \$45,000.

At the March 2016 Community Development Advisory Board meeting, Billie 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 for a total of \$60,000.

Ms. Wright indicated 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 from April-October to 9 a.m. to 5 p.m. Monday through Saturday, and increases the stipend to cover additional labor, provide for

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maintenance and improvements related to operations, and allow preservation and building of a reserve fund for major projects in the future.

The Board discussed the number of days the Visitor Center was 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 2016 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. The final funding request was for an increase of \$25,000, for a total stipend of \$70,000.

At the 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.

Community Development Director Kim Johnson presented the agenda item. She reviewed the suggested changes to the agreement set out on the Professional Service Agreement attached hereto and by this reference made a part of herein.

There was lengthy discussion.

Motion made by Councilor Sadler 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. The motion was duly seconded.

There was discussion pertaining to the number of hours of business the Visitor Center would be open, and how to increase revenue on the Museum's portion of the business.

Discussion continued.

Bubba Ketchersid, 864 Driftwood spoke in favor of the Professional Service Agreement and the increased hours of operation.

Further discussion continued.

The motion passed unanimously upon a vote.

### **BID AWARDS**

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

The City of Page schedules streets to be surface sealed as a preventative maintenance measure to

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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 Boulevard to SR 98); Seal Coat City Hall Parking Lots, and Public Safety Facility Parking Lot, and Slurry Seal (Type II Slurry Seal – a course aggregate to treat existing pavement that exhibits raveling due to aging) Coppermine Road (Lake Powell Boulevard to SR 98), 4<sup>th</sup> Avenue (Date Street to North Navajo Drive), Elm Street (6<sup>th</sup> Avenue to North Navajo Drive), Fir Street, and Gum Street.

The bid documents were evaluated by staff and found to be in order. The low bid was received from Morgan Pavement Maintenance in Clearfield, Utah 84089.

Public Works Director Cliff Linker presented the agenda item.

There was discussion pertaining to the crack seal jobs, and that the City of Page owns the equipment to make the repairs. Mr. Linker explained that he does not have the staffing to complete the amount of crack seal that needs to be done.

Vice Mayor Kocjan stated that Coppermine Road was in bad shape, and it is one of the newest roads that were redone. He stated that some of the asphalt is only 3/4 inch thick, and that this is a result of not having a City Engineer.

Mr. Linker stated that at the time Coppermine Road was done there was no quality control. A consultant, Landmark Testing and Engineering, St. George, UT, was hired to test and inspect the streets that were done last year.

Councilor Warner questioned the bid from Morgan Pavement. He read a portion of the bid, Scope of Services - “also providing crack seals on a per ton basis on Coppermine Road and Scenic View Road.” His concern was that the bid was for a lump sum, and that the tonnage for crack seal was not included in the bid.

There was discussion pertaining to having the material amount itemized.

Mr. Linker stated that he would review the bid with the contractor.

City Attorney Joshua Smith stated that the City can ask for an itemization instead of a lump sum.

There was further discussion.

Motion made by Vice Mayor Kocjan to have staff obtain a written itemization of the bid. The motion was duly seconded and passed upon a vote.

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

Last year staff was contacted by neighbors in the 200 block of Antelope Avenue. There was

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concern regarding standing water on their properties at Antelope Avenue near Rustic Road. The standing water lead to deterioration of the street pavement, concrete sidewalk, and curb and gutter system. Staff contacted Mr. Brose, Principal of Four Corners Environmental Incorporated, who concluded that “The seepage appears to follow a pre-existing surface channel extending beneath the residential development. The channel was apparently blocked by the more recent residential development to the east of the seepage discharge location. The blockage resulted in groundwater intercepting and discharging to the ground surface. The discharge resulted in shallow saturated conditions that are adversely impacting the roadway and adjacent residential areas.”

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. The drain will tie into an existing City storm drain system at the intersection of Antelope Avenue and Sage Avenue and proceed west along the edge of the asphalt to the west side of 229 Antelope Avenue. The drain line will serve two purposes: 1) It will provide somewhere for groundwater 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 Avenue the opportunity to, at their cost, connect a personal drain system to remove the ground water on their property. The project will include lateral lines at these two properties installed to the back of sidewalk.

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

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

City Manager Crystal Dyches presented the agenda item.

Motion made by Vice Mayor Kocjan to award the Antelope Avenue French Drain Bid to Construction & Mining Services, Inc. The motion was duly seconded and passed upon a vote.

### **BUSINESS FROM THE MAYOR**

None scheduled

### **BUSINESS FROM THE MANAGER**

None scheduled

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**BUSINESS FROM THE COUNCIL**

None scheduled

**BOARDS & COMMISSIONS**

Discussion by the City Council pertaining to reports by Board Liaisons

There was no discussion by the City Council.

**DEPARTMENTS**

Discussion and possible action by the City Council pertaining to an appointment to the 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 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

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

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

To streamline the agenda process, the City Clerk's Department requested the purchase of the following items: Agenda management program, twelve iPads, and 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. The program will provide City Council with immediate access to the agenda packet on their iPad, where they will be able to add comments and bookmark the agenda; the public would have immediate access on the City of Page website; the Boards and Commission would be able to utilize the agenda management program; and, the agenda management programs will post on the website, which would save the

**Page City Council Regular Meeting-May 11, 2016**

City Clerk's Department several hours a week in website posting.

City Clerk Kim Larson presented the agenda item.

There was discussion.

Motion made by Vice Mayor Kocjan to approve the purchase of an agenda management program, twelve iPads and two televisions. The motion was duly seconded and passed upon a vote.

**CLAIMS**

None scheduled

**BUSINESS FROM THE CITY ATTORNEY**

**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.

Motion made by Councilor Sadler to enter into Executive Session at 8:25 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak reconvened the Regular City Council Meeting at 8:34 p.m.

**ADJOURN**

The meeting was adjourned at 8:35 p.m.

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Kim L. Larson  
City Clerk

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William R. Diak  
Mayor

**Page City Council Regular Meeting-May 11, 2016**

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 11<sup>th</sup> day of May, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25<sup>th</sup> day of May, 2016

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Kim Larson, City Clerk

**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 <del>5</del>	<del>\$15,000</del> <u>\$17,500</u>
October 2016 <del>5</del>	<del>\$7,500</del> <u>\$17,500</u>
January 2017 <del>6</del>	<del>\$7,500</del> <u>\$17,500</u>
April 2017 <del>6</del>	<del>\$15,000</del> <u>\$17,500</u>

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~~20 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.

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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

**PAGE UTILITY ENTERPRISES  
REGULAR BOARD MEETING  
April 12, 2016**

**CALL TO ORDER:** The regular meeting of the Page Utility Board was called to order at 5:32 p.m. by Chairman Rick Yanke. The meeting was held in the Utility Conference Room, 640 Haul Road, Page, Arizona.

**ROLL CALL:** Board members present: Chairman Yanke, Tony Ferrando, Jeff Jones, Ken Sichi, and Council Liaison/Vice Mayor John Kocjan. Shayne Jones was excused.

Staff present: General Manager, Bryan Hill; Finance Director, Catherine Foley; Engineer, Matt Wood; Engineer Tech, Phil Faulk; and Executive Secretary, Donna Roberts.

**MOMENT OF SILENCE:** The Board observed a moment of silence.

**APPROVAL OF MINUTES:** The March 8, 2016 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by Sichi.

**HEAR FROM THE  
CITIZENS:** None.

At this time, Chairman Yanke rearranged the agenda to discuss New Business next to accommodate employees Matt and Phil who were present to answer questions on the next two agenda items.

**NEW BUSINESS:** Discussion/Possible Action – Bid #205 NPS Revegetation 2016: Bryan explained that with the installation of fiber from Page to Grenehaven there is a 2.5 acre area of National Park Service land that needs to be restored to its original form. This is per the terms and conditions of our agreement with the Park Service. Phil contacted the company the Park Service uses and obtained a quote of \$21,992.51. Staff then went out for competitive bid and received nothing.

After discussion, a motion was made by Chairman Yanke, seconded by J. Jones, to award to Ellis Erosion Control Systems, Inc., in an amount not to exceed \$21,992.51.

The motion carried unanimously.

Discussion/Possible Action – Bid #16-01-W Bureau Block Waterline Replacement: PUE staff advertised a request for bids for the Bureau Block Waterline Replacement project. The project's scope is to install new water laterals under Vista Avenue and North Navajo to tie into the existing mains along those streets. There will also be a short section of main installed on Bureau Street and a short section of main installed between and behind the old Page Electric buildings on Poplar Street. There will be a total of 19 new service laterals and 2 new fire hydrants. This project will eliminate the old cast iron pipe which is serving the businesses between Vista Avenue, Poplar Street, North Navajo Dr., and 7<sup>th</sup> Avenue.

The bids were due on April 4, 2016 at 4:00 p.m. There were three companies attending the mandatory pre-bid meeting of which two of them submitted bids. The low bid was submitted by Construction & Mining Services, Inc., (CMSI) from Cedar City, UT. The tabulated bids are as follows:

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

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

Motion by J. Jones, seconded by Ferrando, to award to Construction & Mining Services, Inc., in the amount of \$196,615 and forward to Council for approval.

The motion carried with a unanimous vote.

**UNFINISHED BUSINESS:**

**Discussion – Budget:** Bryan requested Board recommendation of the budget as presented with the following changes to the Water Budget: under Capital Replacements reduce the line item for waterline replacements from \$585,000 to \$292,500 and add a line item for water tank blast and recoat in the amount of \$292,500.

After discussion, Chairman Yanke made a motion, seconded by Ferrando, to approve the budgets as presented and forward to Council.

The motion carried unanimously.

**New Business Cont'd:**

**Discussion/Possible Action – Pole Attachment Agreement:** The Board reviewed a letter from Cable One to the City regarding the sale of Cable One to South Central Communications. Cable One was also requesting the consent of Page Utility to assign all of its rights, title and interest in and under the Joint Use Agreement for pole attachment to South Central Communications. This will be considered at the May Board meeting.

**Discussion – Republic Services Fee Increase:** Bryan presented the Board with the letter dated March 14, 2016 from Republic Services (formerly Allied Waste) which displayed the 2016 City of Page rates. The contract was renegotiated with the City last year. This was information only, no action needed.

**EXECUTIVE SESSION:**

**Pursuant to A.R.S. §38-431.03(A)(3), the Board may vote to go into executive session for the purpose of obtaining legal advice from the Attorney for the Board relating to the Water Services Agreement.**

Motion by Ferrando, seconded by Sichi, to recess into executive session at 6:11 p.m. for a telephonic conference with legal counsel, Scott Rhodes from Jennings, Strouss & Salmon regarding the Water Services Agreement.

The motion carried with a unanimous vote.

**Reconvene:** Chairman Yanke reconvened the meeting at 6:30 p.m.

**Unfinished Business Cont'd:** Discussion – Water Services Agreement: No discussion.

**New Business Cont'd:** Discussion/Possible Action – Electric, Water & Sewer Rules & Regulations: Bryan presented the Privacy Policy as drafted by legal counsel, Scott Rhodes. He noted that the Utility practices have always protected the ratepayers' privacy; therefore, he is requesting that this practice be placed in writing in all three of the Utility's Rules & Regulations.

Motion by J. Jones, seconded by Ferrando, to add the Privacy Policy section to all Rules & Regulations as written and presented.

The motion carried unanimously.

Discussion/Possible Action – Power Resource Report: Discussion only.

**REPORTS:** General Manager's Reports: Bryan reviewed the March reports. He also reviewed his Plant Project List and Schedule for the Water Treatment Plant and Wastewater Treatment Plant as requested by the Vice Mayor.

Financial Report: Catherine presented the February financials.

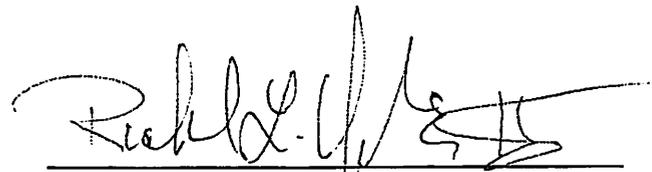
Committee Reports: None.

Chairman's Report: None.

**ANOUNCEMENTS:** The next Board meeting will be May 10, 2016 following the Public Rate Hearing at 4:30 p.m. at the City Hall Council Chambers.

**ADJOURNMENT:** With no further business, Chairman Yanke adjourned the meeting at 7:20 p.m.

**APPROVED:**

  
Chairman, Page Utility Enterprises Board

CITY OF PAGE  
MONTHLY CASH ALLOCATION COMPARISON

	Feb-16	Mar-16	
01-1110200	LGIP - GENERAL SAVINGS ACCT	4,114,850.43	4,605,123.30
01-1110300	CASH A/P CHECKING (COMBINED)	3,672,001.57	3,031,268.16
01-1110400	CASH P/R CHECKING (COMBINED)	123,368.64	47,351.80
01-1110600	U.S. BANK INVESTMENT ACCT	5,982,616.83	5,983,489.41
01-1170000	ACCTS RECV CASH CLEARING ACCT	0.00	0.00
01-1175000	UTILITY CASH CLEARING ACCT	0.00	0.00
15-1120300	LGIP - HURF SAVINGS ACCT	1,642,983.15	1,685,738.91
20-1520600	LGIP - SERIES 2011 BOND RESRV	2,420,713.41	2,421,373.25
32-1120400	JCEF SAVINGS ACCOUNT	56,204.37	56,774.01
72-1120700	FIRE PENSION SAVINGS	28,047.00	29,621.75
72-1121100	FIRE PENSION-INVESTMENT ACCT	413,433.48	438,224.65
		18,454,218.88	18,298,965.24

FUND		Feb-16	Mar-16
10	ALLOCATION TO GENERAL FUND	10,439,632.56	10,210,115.62
15	ALLOCATION TO HIGHWAY USER FUND	1,627,934.67	1,671,378.02
16	ALLOCATION TO SUBSTANCE ABUSE FUND	17,988.53	18,471.85
20	ALLOCATION TO DEBT SERVICE FUND	3,236,269.80	3,334,510.44
25	ALLOCATION TO MISCELLANEOUS GRANTS	52,028.17	47,070.37
30	ALLOCATION TO LIBRARY MISCELLANEOUS GRANTS	0.00	0.00
32	ALLOCATION TO JCEF FUND	56,582.52	54,384.28
36	ALLOCATION TO DONATION FUND	59,728.30	58,120.88
40	ALLOCATION TO CAPITAL PROJECTS FUND	695,354.35	673,512.59
41	ALLOCATION TO BALLOON REGATTA FUND	0.00	0.00
42	ALLOCATION TO TOURISM & PROMOTION FUND	495,140.41	436,806.76
46	ALLOCATION TO AIRPORT FUND	1,047,866.77	1,051,252.66
47	ALLOCATION TO AIRPORT EVENTS FUND	0.00	0.00
48	ALLOCATION TO LAND FUND	0.00	0.00
50	ALLOCATION TO PAGE UTILITY ENTERPRISES	-1,236.98	-1,113.57
51	ALLOCATION TO WATER FUND	-576.32	-789.46
52	ALLOCATION TO SEWER FUND	-1,312.28	-851.27
57	ALLOCATION TO CEMETERY FUND	288,254.23	279,166.00
72	ALLOCATION TO FIRE PENSION FUND	440,564.15	466,930.07
		18,454,218.88	18,298,965.24



*Request for City Council Action*

<b>Title:</b>	Public Hearing for franchise transfer from Cable One to SCC		
<b>Meeting Date:</b>	May 25, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Clerk's Office	<b>Supporting Documents:</b>	Franchise Agreement
<b>Prepared By:</b>	Josh Smith	<b>Presented By:</b>	
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to open the Public Hearing / Motion to close the Public Hearing		

**BACKGROUND:**

Pursuant to Section 5(A) of the Franchise Agreement between Cable One and the City dated April 25, 2012, Cable One shall not assign or transfer the Franchise without the prior approval of the City Council, which approval shall not be withheld unreasonably. Section 5(A) also provides that any transferee must demonstrate to the satisfaction of the City Council the transferee's financial and technical ability to operate and maintain the System.

Cable One has entered into an Asset Purchase Agreement dated March 15, 2016 with South Central Communications, Inc. ("SCC"), pursuant to which SCC has agreed to purchase Cable One's cable television system (the "System"). In connection with the transaction, Cable One will transfer to SCC (i) the Franchise pursuant to which the City granted Cable One the right to construct, own, and operate the System and (ii) Cable One's rights under the Pole Attachment Agreement for Joint Use Attachment to Distribution Electric System Poles.

A.R.S. 9-507(B) requires that the City Council hold a public hearing prior to allowing the transfer of the Franchise to SCC. The public hearing is the proper forum for the City Council to gather any information necessary to determine whether SCC has the financial and technical ability to operate and maintain the System.

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

**ATTACHMENT:**

Franchise Agreement dated April 25, 2012

**FISCAL IMPACT:**

None

**SUGGESTED MOTION(S):**

I move to open the Public Hearing.

I move to close the Public Hearing.

## Exhibit A

### FRANCHISE AGREEMENT

This Franchise Agreement is made and effective this 25<sup>th</sup> day of April, 2012, between the City of Page, an Arizona Municipal Corporation and Cable One, Inc., a Delaware Corporation.

#### RECITALS

WHEREAS, the Mayor and Common Council of the City of Page have by Resolution No. 1081-12 determined that granting a license, via Franchise Agreement, to Cable One, Inc., for the continued construction, maintenance, and operation of its cable system within the City is in the best interests of the City; and

WHEREAS, Cable One, Inc., is seeking renewal of the expired Franchise Agreement under which it was authorized to operate its cable system within the corporate boundaries of the City.

NOW THEREFORE, in consideration of the foregoing and the covenants, conditions, and stipulations contained herein, the parties agree as follows:

#### SECTION 1. DEFINITIONS

For purposes of this Franchise Agreement the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein.

A. Cable Television System or System shall mean the Company's system of antennas, cables, amplifiers, towers, microwave links, waveguides, satellites, or any other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital, or other forms of electronic, electrical, or light signals capable of being transmitted by wire, cable, fiber optics or radio to subscribing members of the public in the City who pay for such services.

B. City shall mean the City of Page, Arizona and all territory within its governmental authority.

C. City Council shall mean the present governing body of the City, or any successor to the legislative powers of the present government body.

D. Company shall mean Cable One, Inc., a Delaware Corporation.

E. Federal Communications Commission or FCC shall mean the agency as presently constituted by the U.S. Congress or any successor agency authorized by the Congress to regulate cable television systems.

F. Gross Revenues shall mean all revenue derived by the Company, its affiliates or subsidiaries from subscription to its cable television services in the City, but shall not include revenue from cable advertising, sale or exchange of assets or equipment, cable modem services, telecommunications services, any taxes on services furnished by the Company and imposed directly upon a subscriber or user by the state, city, or other governmental unit and collected by the Company on behalf of the said governmental unit, or any amounts collected directly from subscribers to satisfy the franchise fee requirements of this Franchise Agreement.

G. Person shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

H. Regular Subscriber Service shall mean that service regularly provided by the Company to all subscribers.

I. Street shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the City for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter by the City which shall, within their proper use and meaning, entitle the City and the Company to the use thereof for the purposes of installing or transmitting cable television system transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.

## **SECTION 2. GRANT OF AUTHORITY**

The City hereby grants to Cable One, Inc., a nonexclusive right, privilege, and Franchise to construct, operate, and maintain a cable television system in, upon, across, above over and under, streets, alleys, easements, open areas, public ways, and public places now laid out or dedicated in the City and upon annexation of any territory to the City, this Franchise shall extend to the territory so annexed.

## **SECTION 3. DURATION OF FRANCHISE**

A. Term. The Franchise shall take effect on the effective date of this Resolution and shall continue in force for a period of fifteen (15) years, subject to the conditions and restrictions herein provided.

B. Surrender. The Company may surrender this Franchise at any time upon filing with the City a written notice of its intention so to do, at least six (6) months before the surrender date. All the rights and privileges and all of the obligations, duties, and liability of the Company under this Franchise Agreement, except as to the extent previously accrued hereunder, shall terminate on the surrender date specified in such notice.

C. Conversion to State-Issued Franchise. The Company may convert this Franchise to a Franchise issued by the State of Arizona at any time if the State begins to issue Cable Television Franchises.

#### **SECTION 4. RENEWAL PROCEDURES**

This Franchise may be renewed by the City upon application of the Company pursuant to the procedure established by this section, and in accordance with the Cable Acts of 1984 and 1992, and/or any future relevant laws.

#### **SECTION 5. TRANSFER OF OWNERSHIP OR CONTROL**

A. Assignment or Transfer. This Franchise shall not be assigned or transferred without the prior approval of the City Council of the City of Page which shall not be withheld unreasonably. The purchaser, assignee, or transferee must demonstrate to the satisfaction of the City Council of the City of Page, its financial and technical ability to operate and maintain the System.

B. Notice. The Franchisee under this document shall give the City of Page written notice of any proposed purchaser, assignee, or transferee of this Franchise and should the City fail to call a meeting of the City Council to consider and act upon such proposed sale, assignment or transfer within sixty (60) days following receipt of written notice of such proposed sale, transfer, on assignment, the City shall be deemed to have consented to the proposed sale, transfer, or assignment.

#### **SECTION 6. FRANCHISE PAYMENT**

A. Franchise Fee. For the use of the streets and other facilities of the City in the operation of the cable television system, and in lieu of all other licenses, permits, taxes, and other similar fees, the Company shall pay the City a franchise fee in an amount equal to five percent (5%) of the Company's annual gross revenues as defined herein. The Franchise Fee shall be due and payable quarterly within thirty (30) days from the end of the preceding quarter.

B. Inspection. The City shall have the right to inspect the Company's income records, and the right to audit and to recompute any amounts determined to be payable under this Franchise Agreement; provided, however, that such audit shall take

place within twelve (12) months following the close of each of the Company's fiscal years. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Company by the City which notice shall include a copy of the audit report.

#### **SECTION 7. PEG CHANNEL**

For the duration of this Franchise Agreement, Company shall, at no cost to the City, 1) provide one (1) channel to the City for PEG programming, and 2) provide and maintain a dedicated connection to City Hall for this purpose. City shall be responsible for managing the production of the programming it broadcasts and will hold Company harmless from any liability associated with the programming.

#### **SECTION 8. CABLE SERVICE TO CITY**

For the duration of this Franchise Agreement, Company shall, at no cost to the City, 1) continue to provide basic standard definition cable service to City buildings, 2) continue to provide internet service at the Community Center and Youth Center with a level of service being "4M Free SoHo" best effort of 1.5 MB up, 12 MB down, with a 50 GB bandwidth cap, and 3) continue to provide internet service at the Chamber of Commerce with a level of service being "1M service Free Res+" best efforts 512kb up, 5MB down.

#### **SECTION 9. BOOKS AND RECORDS**

A. **Books and Records.** The Company shall keep a full and accurate set of books showing the amount of gross revenues received by the Company from the area governed by the City, based upon which the Franchise payments to be made hereunder are computed.

B. **Installation Map.** The Company shall at all times maintain a complete working map showing the exact location of all the equipment of the cable television system installed or in use in streets and other public places in the City, and such map shall be accessible at normal business hours to the City for all proper purposes.

C. **Examination of Books and Records.** At all reasonable times, the Company shall permit the City, or its duly authorized representatives, to examine all public books and records of the Company concerning operations of its cable television system in the area governed by the City, and to examine any and all maps and any other records kept or maintained by the Company which deal with the operations and affairs of the Company with respect to this Franchise.

#### **SECTION 10. LIABILITY INSURANCE AND INDEMNIFICATION**

**Public Liability Insurance.**

- a. At all times during the existence of the Franchise granted hereunder, the Company shall, at its own cost and expense, maintain in full force and effect a general comprehensive liability insurance policy, protecting the City against liability for loss or damage for personal injury, death, and property damage, occasioned by the negligence or default of the Company under the Franchise, with not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) aggregate for personal injury or death, and not less than One Million Dollars (\$1,000,000) for damage to property.
- b. The policy or policies of insurance mentioned in the foregoing paragraph shall name the City, its officers and agents, as an additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City thirty (30) days in advance of the effective date thereof.
- c. Company shall indemnify, defend and hold harmless City, its officers, employees and agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity demanded by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Company's performance of, or its failure to perform, its obligations under this Agreement. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the sole negligence or intentional misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint negligence of Company and other persons, including an Indemnitee. Upon the occurrence of any Claim, Company shall defend (with attorneys acceptable to the City) the Indemnitees. Company's duty to defend and indemnify shall survive the expiration or earlier termination of this Agreement for claims based on events prior to the end date of this Agreement.

#### **SECTION 11. CONDITIONS OF STREET OCCUPANCY**

A. Location of Poles and Fixtures. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, or telephone fixtures, water hydrant, mains or public sewer lines, and all such poles or other fixtures placed in any street shall be placed in the right-of-way between the roadway and the property as

directed by the City.

B. Restoration. The Company shall, upon completion of any work requiring the opening of any street or public place, restore the same, including the paving and its foundations, to as good condition as formerly, and in a manner and quality approved by the City, and shall exercise reasonable care to maintain the same thereafter in good condition. Said work shall be performed with due diligence, and if the Company shall fail to perform and complete the work within a reasonable time, to remove all dirt and rubbish and to put the street or public place in good condition, the City shall have the right to put the street or public place in good condition at the expense of the Company; and the Company shall upon demand, pay to the City the cost of such work done for or performed by the City.

C. Relocation of Facilities. Whenever the City shall grade, regrade, or change the line of any street or public place or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order the Company to relocate or protect its wires, conduits, cables, and other property located in said street or public place, the Company shall relocate or protect its facilities at its own expense. The City shall give the Company reasonable notice of plans to grade, regrade, or change the line of any street or public place or to construct or reconstruct any sewer or water system therein.

D. Protection of Facilities. Nothing contained in this section shall relieve any person, or corporations, from liability arising out of the failure to exercise reasonable care to avoid injuring the Company's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

E. Notice of Improvements. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that would affect the Company's facilities, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City is going to start the work. The notice shall be given to the Company a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Company to make any addition, alterations, or repairs to its facilities deemed necessary.

F. Facilities Not Hazardous to Public. All wires, conduits, cables, and other property and facilities shall be so located, constructed, installed, and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, and travel upon the streets and public places of the City. The Company shall keep and maintain all of its property in good condition, order, and repair, so that the same shall not menace or endanger the life or property of any person. The Company shall keep accurate

maps and records of all its facilities and furnish copies of such maps and records as requested by the City. Adherence to the City requirements for placement of Company wires, conduits, cables and other property and facilities shall be deemed proof of compliance with this section.

G. Moving of Buildings. The Company shall, on the request of any person holding a building moving permit, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance.

## **SECTION 12. MAINTENANCE AND REPAIRS**

A. Maintenance of System. The Company shall erect and maintain all parts of the system in good condition throughout the entire Franchise period.

B. Interruption of Service. Whenever it is necessary to shut-off or interrupt service for the purpose of making repairs, adjustments, or installations, the Company shall use its best efforts to do so during periods of minimum use of the system by subscribers. Unless such interruption is unforeseen and immediately necessary, the Company shall give subscribers reasonable notice of any planned interruption of service. All costs incurred in repairing and correcting an interruption of service shall be borne by the Company; provided, however, that nothing herein shall prevent the Company from recovering the costs incurred from persons responsible for occurrences or acts which result in damage to the cable television system.

## **SECTION 13. SERVICE**

A. Construction. Company has fully constructed an operational cable system currently serving the City.

B. Availability. Where technically and economically reasonable, Cable television service shall be available to all areas within the corporate limits of the City which have a minimum of sixty (60) dwelling units per street mile.

C. Extensions. All applicants desiring cable antenna service at a location greater than 300 feet from the nearest distribution line shall pay to the Company its actual costs of labor and materials for said installation.

D. Additional Territory. In the event additional adjacent territory is incorporated within the City's limits, by annexation or otherwise, the Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

#### **SECTION 14. UNAUTHORIZED PRACTICES AND PENALTIES**

A. **Franchise Required for Cable Television System.** From and after the effective date of this Franchise Agreement, it shall be unlawful for any person to establish, operate, or to carry on the business of distributing to any person in the City any television signals or radio signals by means of a cable television system unless a Franchise therefore has first been obtained pursuant to the provisions of a City or State Ordinance, and unless such Franchise is in full force and effect.

B. **Franchise Required for Use of Right-of-Way.** From and after the effective date of this Franchise Agreement it shall be unlawful for any person to construct, install, or maintain within any public street in the City, or within any other public property of the City, or within any privately owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a cable television system, unless a Franchise authorizing use of such street, property, or areas has first been obtained pursuant to provisions of a City Ordinance, and unless such Franchise is in full force and effect.

C. **Unauthorized Connections Prohibited.** It shall be unlawful for any person, firm, or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised cable television system within this City for the purpose of taking or receiving television signals, radio signals, pictures, programs, data or sound.

D. **Tampering with Cable Television System Equipment Prohibited.** It shall be unlawful for any person, without the consent of the Company, to willfully tamper with, remove, or injure any cables, wires, or equipment used for distribution of television signals, radio signals, pictures, programs, or sound.

#### **SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

The Company shall at all times comply with all laws, ordinances and regulations of the federal, state and City governments or any administrative agencies thereof. If any federal or state law or regulation shall be in conflict with the terms of this Franchise, or any ordinance of the City, then as soon as possible following knowledge thereof, the Company shall notify the City of the point of conflict.

#### **SECTION 16. BREACH AND TERMINATION**

A. **Breach.** In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a substantial breach of its terms and conditions. A substantial breach by Company shall include the following:

1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination which the City is authorized to make under the terms of this Franchise.
2. Attempt to evade any material provision of the Franchise or attempts to practice any fraud or deceit upon the City or its subscribers or customers.
3. Material misrepresentation of fact in the application for or negotiation of the Franchise.

B. Excuse for Breach. The foregoing shall not constitute a substantial breach if the violation occurs, but it is without fault of the Company or occurs as a result of circumstances beyond its control.

#### **SECTION 17. RULES AND REGULATIONS**

A. Subject to the laws of the State of Arizona, in addition to the inherent powers of the City to regulate and control this Franchise, and those powers expressly reserved by the City herein, the right and power is hereby reserved by the City to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and in furtherance of the terms and conditions of this Franchise.

B. The City may also adopt such regulations at the request of the Company upon application.

#### **SECTION 18. FAILURE OF CITY TO ENFORCE THIS FRANCHISE, NO WAIVER OF THE TERMS THEREOF**

The Company shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

#### **SECTION 19. SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Franchise Agreement is for any reason held illegal, invalid, or unconstitutional by any court of competent jurisdiction or the FCC, such decision shall not affect the validity of the remaining portions. The invalidity of any such portion of this Franchise Agreement shall not abate, reduce, or otherwise affect any consideration or other obligation required by the City of the Company under the Franchise granted.

**SECTION 20. ACCEPTANCE BY THE COMPANY**

The Franchise granted pursuant to this Agreement and its terms and provisions shall be unconditionally adopted by written instrument executed and acknowledged by the appropriate officials of the City and delivered to the Company which shall accept same not later than twenty (20) days after receiving it by acknowledging the Company's acceptance by executing this Agreement.

**SECTION 21. GOVERNING LAW**

Any dispute, controversy, claim or cause of action arising out of or related to this Agreement, except where preempted by Federal Law shall be interpreted and enforced in accordance with Arizona Law. The venue for any such dispute shall be in Coconino County, Arizona. Each party herein waives the right to object to venue in Coconino County for any reason.

**SECTION 22. ATTORNEY'S FEES**

In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of any rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.

**SECTION 23. CANCELLATION**

This Agreement may be canceled for the specific reasons provided in A.R.S. § 38-511.

**SECTION 24. NOTICE**

All notices called for in this Franchise shall be written notice and will be considered as being completed notice when mailed by registered mail or certified mail return receipt requested and addressed to the party to be notified as shown below:

To City:	City of Page Attn: City Manager PO Box 1180 Page, Arizona 86040
To Company:	Cable One, Inc. 1314 North 3 <sup>rd</sup> Street Phoenix, Arizona 85004

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

City of Page  
An Arizona Municipal Corporation

By: William R. Dab  
Mayor

Date: 04/25/12

Cable One, Inc.  
A Delaware Corporation

By: [Signature]  
Vice President

Date: 5/25/12

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

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

City of Page  
An Arizona Municipal Corporation

By: William R. Cook  
Mayor

Date: 04/25/12

Cable One, Inc.  
A Delaware Corporation

By: [Signature]  
Vice President

Date: 5/25/12

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney



## *Request for City Council Action*

<b>Title:</b>	Resolution 1160-16 Approving Transfer of Franchise Agreement		
<b>Meeting Date:</b>	May 25, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Attorney	<b>Supporting Documents:</b>	Resolution 1160-16
<b>Prepared By:</b>	Scott Rhodes	<b>Presented By:</b>	
<b>Reviewed By:</b>	City Attorney	<b>Approved By:</b>	City Attorney
<b>Proposed Action:</b>	Adoption of Resolution 1160-16 Approving Transfer of Franchise Agreement.		

**BACKGROUND:** This Resolution formalizes the approval of the transfer of the franchise from Cable One to South Central Communications, Inc.

**STAFF RECOMMENDATION:**

- I move to introduce Resolution 1160-16 by title only
- I move to adopt Resolution 1160-16

**RESOLUTION NO. 1160-16**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE TRANSFER OF THAT CERTAIN FRANCHISE AGREEMENT OF CABLE ONE, INC. DATED APRIL 25, 2012 FROM CABLE ONE, INC. TO SOUTH CENTRAL COMMUNICATIONS, INC**

**WHEREAS, Cable One, Inc. ("Cable One") owns, operates and maintains a cable television system (the "System") in the City of Page (the "City"), pursuant to Resolution No. 1081-12, dated April 25, 2012 and the attached Exhibit A, which is a Franchise Agreement, made and effective April 25, 2012, between the City and Cable One (the "Franchise"), and Cable One is the duly authorized holder of the Franchise;**

**WHEREAS, Cable One and South Central Communications, Inc. ("South Central") are parties to an Asset Purchase Agreement dated as of March 15, 2016 (the "Purchase Agreement"), that provides for the transfer of the System and the Franchise from Cable One to South Central (the "Transfer") at the closing of the transaction contemplated by the Purchase Agreement (the "Closing");**

**WHEREAS, Cable One now seeks approval by the City of the transfer of the Franchise to South Central; and**

**WHEREAS, in compliance with AR.S. § 9-507(B), the City has provided notice and conducted a public hearing regarding the proposed transfer of the Franchise to South Central.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF PAGE, ARIZONA, AS FOLLOWS:**

**SECTION 1. The City hereby consents to and approves the transfer by Cable One of all of its right, title, interest and obligations, as stated in and pursuant to the Franchise, to South Central, subject to applicable law, and the City further consents to and approves the assumption by South Central of all of the right, title, interest and obligations of Cable One under the Franchise which arise from events or circumstances occurring from and after the Closing. Cable One is and shall remain responsible for all obligations and liabilities under the Franchise arising from events or circumstances occurring before the Closing.**

**SECTION 2. Subject to City Code Section 2-5-6, this Resolution shall be deemed effective for purposes of the Transfer upon the Closing.**

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, ARIZONA this 25<sup>th</sup> day of May, 2016 by the following vote:**

**Ayes**            \_\_\_\_\_  
**Nays**            \_\_\_\_\_  
**Abstentions** \_\_\_\_\_  
**Absent**         \_\_\_\_\_

**City of Page**

\_\_\_\_\_

**Mayor**

**ATTEST:**

\_\_\_\_\_

**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**City Attorney**

**Resolution No. 1160-16**  
**Page 3**

**Exhibit "A"**

## Exhibit A

### FRANCHISE AGREEMENT

This Franchise Agreement is made and effective this 25<sup>th</sup> day of April, 2012, between the City of Page, an Arizona Municipal Corporation and Cable One, Inc., a Delaware Corporation.

### RECITALS

WHEREAS, the Mayor and Common Council of the City of Page have by Resolution No. 1081-12 determined that granting a license, via Franchise Agreement, to Cable One, Inc., for the continued construction, maintenance, and operation of its cable system within the City is in the best interests of the City; and

WHEREAS, Cable One, Inc., is seeking renewal of the expired Franchise Agreement under which it was authorized to operate its cable system within the corporate boundaries of the City.

NOW THEREFORE, in consideration of the foregoing and the covenants, conditions, and stipulations contained herein, the parties agree as follows:

### SECTION 1. DEFINITIONS

For purposes of this Franchise Agreement the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein.

A. Cable Television System or System shall mean the Company's system of antennas, cables, amplifiers, towers, microwave links, waveguides, satellites, or any other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital, or other forms of electronic, electrical, or light signals capable of being transmitted by wire, cable, fiber optics or radio to subscribing members of the public in the City who pay for such services.

B. City shall mean the City of Page, Arizona and all territory within its governmental authority.

C. City Council shall mean the present governing body of the City, or any successor to the legislative powers of the present government body.

D. Company shall mean Cable One, Inc., a Delaware Corporation.

E. Federal Communications Commission or FCC shall mean the agency as presently constituted by the U.S. Congress or any successor agency authorized by the Congress to regulate cable television systems.

F. Gross Revenues shall mean all revenue derived by the Company, its affiliates or subsidiaries from subscription to its cable television services in the City, but shall not include revenue from cable advertising, sale or exchange of assets or equipment, cable modem services, telecommunications services, any taxes on services furnished by the Company and imposed directly upon a subscriber or user by the state, city, or other governmental unit and collected by the Company on behalf of the said governmental unit, or any amounts collected directly from subscribers to satisfy the franchise fee requirements of this Franchise Agreement.

G. Person shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

H. Regular Subscriber Service shall mean that service regularly provided by the Company to all subscribers.

I. Street shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, or place, alley, court, boulevard, parkway, drive, or other easement now or hereafter held by the City for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter by the City which shall, within their proper use and meaning, entitle the City and the Company to the use thereof for the purposes of installing or transmitting cable television system transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.

## **SECTION 2. GRANT OF AUTHORITY**

The City hereby grants to Cable One, Inc., a nonexclusive right, privilege, and Franchise to construct, operate, and maintain a cable television system in, upon, across, above over and under, streets, alleys, easements, open areas, public ways, and public places now laid out or dedicated in the City and upon annexation of any territory to the City, this Franchise shall extend to the territory so annexed.

## **SECTION 3. DURATION OF FRANCHISE**

A. Term. The Franchise shall take effect on the effective date of this Resolution and shall continue in force for a period of fifteen (15) years, subject to the conditions and restrictions herein provided.

B. Surrender. The Company may surrender this Franchise at any time upon filing with the City a written notice of its intention so to do, at least six (6) months before the surrender date. All the rights and privileges and all of the obligations, duties, and liability of the Company under this Franchise Agreement, except as to the extent previously accrued hereunder, shall terminate on the surrender date specified in such notice.

C. Conversion to State-Issued Franchise. The Company may convert this Franchise to a Franchise issued by the State of Arizona at any time if the State begins to issue Cable Television Franchises.

#### **SECTION 4. RENEWAL PROCEDURES**

This Franchise may be renewed by the City upon application of the Company pursuant to the procedure established by this section, and in accordance with the Cable Acts of 1984 and 1992, and/or any future relevant laws.

#### **SECTION 5. TRANSFER OF OWNERSHIP OR CONTROL**

A. Assignment or Transfer. This Franchise shall not be assigned or transferred without the prior approval of the City Council of the City of Page which shall not be withheld unreasonably. The purchaser, assignee, or transferee must demonstrate to the satisfaction of the City Council of the City of Page, its financial and technical ability to operate and maintain the System.

B. Notice. The Franchisee under this document shall give the City of Page written notice of any proposed purchaser, assignee, or transferee of this Franchise and should the City fail to call a meeting of the City Council to consider and act upon such proposed sale, assignment or transfer within sixty (60) days following receipt of written notice of such proposed sale, transfer, on assignment, the City shall be deemed to have consented to the proposed sale, transfer, or assignment.

#### **SECTION 6. FRANCHISE PAYMENT**

A. Franchise Fee. For the use of the streets and other facilities of the City in the operation of the cable television system, and in lieu of all other licenses, permits, taxes, and other similar fees, the Company shall pay the City a franchise fee in an amount equal to five percent (5%) of the Company's annual gross revenues as defined herein. The Franchise Fee shall be due and payable quarterly within thirty (30) days from the end of the preceding quarter.

B. Inspection. The City shall have the right to inspect the Company's income records, and the right to audit and to recompute any amounts determined to be payable under this Franchise Agreement; provided, however, that such audit shall take

place within twelve (12) months following the close of each of the Company's fiscal years. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Company by the City which notice shall include a copy of the audit report.

#### **SECTION 7. PEG CHANNEL**

For the duration of this Franchise Agreement, Company shall, at no cost to the City, 1) provide one (1) channel to the City for PEG programming, and 2) provide and maintain a dedicated connection to City Hall for this purpose. City shall be responsible for managing the production of the programming it broadcasts and will hold Company harmless from any liability associated with the programming.

#### **SECTION 8. CABLE SERVICE TO CITY**

For the duration of this Franchise Agreement, Company shall, at no cost to the City, 1) continue to provide basic standard definition cable service to City buildings, 2) continue to provide internet service at the Community Center and Youth Center with a level of service being "4M Free SoHo" best effort of 1.5 MB up, 12 MB down, with a 50 GB bandwidth cap, and 3) continue to provide internet service at the Chamber of Commerce with a level of service being "1M service Free Res+" best efforts 512kb up, 5MB down.

#### **SECTION 9. BOOKS AND RECORDS**

A. **Books and Records.** The Company shall keep a full and accurate set of books showing the amount of gross revenues received by the Company from the area governed by the City, based upon which the Franchise payments to be made hereunder are computed.

B. **Installation Map.** The Company shall at all times maintain a complete working map showing the exact location of all the equipment of the cable television system installed or in use in streets and other public places in the City, and such map shall be accessible at normal business hours to the City for all proper purposes.

C. **Examination of Books and Records.** At all reasonable times, the Company shall permit the City, or its duly authorized representatives, to examine all public books and records of the Company concerning operations of its cable television system in the area governed by the City, and to examine any and all maps and any other records kept or maintained by the Company which deal with the operations and affairs of the Company with respect to this Franchise.

#### **SECTION 10. LIABILITY INSURANCE AND INDEMNIFICATION**

**Public Liability Insurance.**

- a. At all times during the existence of the Franchise granted hereunder, the Company shall, at its own cost and expense, maintain in full force and effect a general comprehensive liability insurance policy, protecting the City against liability for loss or damage for personal injury, death, and property damage, occasioned by the negligence or default of the Company under the Franchise, with not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) aggregate for personal injury or death, and not less than One Million Dollars (\$1,000,000) for damage to property.
- b. The policy or policies of insurance mentioned in the foregoing paragraph shall name the City, its officers and agents, as an additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City thirty (30) days in advance of the effective date thereof.
- c. Company shall indemnify, defend and hold harmless City, its officers, employees and agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity demanded by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Company's performance of, or its failure to perform, its obligations under this Agreement. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the sole negligence or intentional misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint negligence of Company and other persons, including an Indemnitee. Upon the occurrence of any Claim, Company shall defend (with attorneys acceptable to the City) the Indemnitees. Company's duty to defend and indemnify shall survive the expiration or earlier termination of this Agreement for claims based on events prior to the end date of this Agreement.

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A. Location of Poles and Fixtures. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric, or telephone fixtures, water hydrant, mains or public sewer lines, and all such poles or other fixtures placed in any street shall be placed in the right-of-way between the roadway and the property as

directed by the City.

B. Restoration. The Company shall, upon completion of any work requiring the opening of any street or public place, restore the same, including the paving and its foundations, to as good condition as formerly, and in a manner and quality approved by the City, and shall exercise reasonable care to maintain the same thereafter in good condition. Said work shall be performed with due diligence, and if the Company shall fail to perform and complete the work within a reasonable time, to remove all dirt and rubbish and to put the street or public place in good condition, the City shall have the right to put the street or public place in good condition at the expense of the Company; and the Company shall upon demand, pay to the City the cost of such work done for or performed by the City.

C. Relocation of Facilities. Whenever the City shall grade, regrade, or change the line of any street or public place or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order the Company to relocate or protect its wires, conduits, cables, and other property located in said street or public place, the Company shall relocate or protect its facilities at its own expense. The City shall give the Company reasonable notice of plans to grade, regrade, or change the line of any street or public place or to construct or reconstruct any sewer or water system therein.

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E. Notice of Improvements. The City shall give the Company reasonable written notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that would affect the Company's facilities, which notice shall contain the nature and character of the improvements, the streets upon which the improvements are to be made, the extent of the improvements and the time when the City is going to start the work. The notice shall be given to the Company a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Company to make any addition, alterations, or repairs to its facilities deemed necessary.

F. Facilities Not Hazardous to Public. All wires, conduits, cables, and other property and facilities shall be so located, constructed, installed, and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, and travel upon the streets and public places of the City. The Company shall keep and maintain all of its property in good condition, order, and repair, so that the same shall not menace or endanger the life or property of any person. The Company shall keep accurate

maps and records of all its facilities and furnish copies of such maps and records as requested by the City. Adherence to the City requirements for placement of Company wires, conduits, cables and other property and facilities shall be deemed proof of compliance with this section.

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D. Additional Territory. In the event additional adjacent territory is incorporated within the City's limits, by annexation or otherwise, the Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

## **SECTION 14. UNAUTHORIZED PRACTICES AND PENALTIES**

A. **Franchise Required for Cable Television System.** From and after the effective date of this Franchise Agreement, it shall be unlawful for any person to establish, operate, or to carry on the business of distributing to any person in the City any television signals or radio signals by means of a cable television system unless a Franchise therefore has first been obtained pursuant to the provisions of a City or State Ordinance, and unless such Franchise is in full force and effect.

B. **Franchise Required for Use of Right-of-Way.** From and after the effective date of this Franchise Agreement it shall be unlawful for any person to construct, install, or maintain within any public street in the City, or within any other public property of the City, or within any privately owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a cable television system, unless a Franchise authorizing use of such street, property, or areas has first been obtained pursuant to provisions of a City Ordinance, and unless such Franchise is in full force and effect.

C. **Unauthorized Connections Prohibited.** It shall be unlawful for any person, firm, or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised cable television system within this City for the purpose of taking or receiving television signals, radio signals, pictures, programs, data or sound.

D. **Tampering with Cable Television System Equipment Prohibited.** It shall be unlawful for any person, without the consent of the Company, to willfully tamper with, remove, or injure any cables, wires, or equipment used for distribution of television signals, radio signals, pictures, programs, or sound.

## **SECTION 15. COMPLIANCE WITH APPLICABLE LAWS**

The Company shall at all times comply with all laws, ordinances and regulations of the federal, state and City governments or any administrative agencies thereof. If any federal or state law or regulation shall be in conflict with the terms of this Franchise, or any ordinance of the City, then as soon as possible following knowledge thereof, the Company shall notify the City of the point of conflict.

## **SECTION 16. BREACH AND TERMINATION**

A. **Breach.** In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a substantial breach of its terms and conditions. A substantial breach by Company shall include the following:

1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination which the City is authorized to make under the terms of this Franchise.
2. Attempt to evade any material provision of the Franchise or attempts to practice any fraud or deceit upon the City or its subscribers or customers.
3. Material misrepresentation of fact in the application for or negotiation of the Franchise.

B. Excuse for Breach. The foregoing shall not constitute a substantial breach if the violation occurs, but it is without fault of the Company or occurs as a result of circumstances beyond its control.

#### **SECTION 17. RULES AND REGULATIONS**

A. Subject to the laws of the State of Arizona, in addition to the inherent powers of the City to regulate and control this Franchise, and those powers expressly reserved by the City herein, the right and power is hereby reserved by the City to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and in furtherance of the terms and conditions of this Franchise.

B. The City may also adopt such regulations at the request of the Company upon application.

#### **SECTION 18. FAILURE OF CITY TO ENFORCE THIS FRANCHISE, NO WAIVER OF THE TERMS THEREOF**

The Company shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

#### **SECTION 19. SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Franchise Agreement is for any reason held illegal, invalid, or unconstitutional by any court of competent jurisdiction or the FCC, such decision shall not affect the validity of the remaining portions. The invalidity of any such portion of this Franchise Agreement shall not abate, reduce, or otherwise affect any consideration or other obligation required by the City of the Company under the Franchise granted.

**SECTION 20. ACCEPTANCE BY THE COMPANY**

The Franchise granted pursuant to this Agreement and its terms and provisions shall be unconditionally adopted by written instrument executed and acknowledged by the appropriate officials of the City and delivered to the Company which shall accept same not later than twenty (20) days after receiving it by acknowledging the Company's acceptance by executing this Agreement.

**SECTION 21. GOVERNING LAW**

Any dispute, controversy, claim or cause of action arising out of or related to this Agreement, except where preempted by Federal Law shall be interpreted and enforced in accordance with Arizona Law. The venue for any such dispute shall be in Coconino County, Arizona. Each party herein waives the right to object to venue in Coconino County for any reason.

**SECTION 22. ATTORNEY'S FEES**

In the event that either party hereto shall institute and prevail in any action or suit for the enforcement of any rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.

**SECTION 23. CANCELLATION**

This Agreement may be canceled for the specific reasons provided in A.R.S. § 38-511.

**SECTION 24. NOTICE**

All notices called for in this Franchise shall be written notice and will be considered as being completed notice when mailed by registered mail or certified mail return receipt requested and addressed to the party to be notified as shown below:

To City:	City of Page Attn: City Manager PO Box 1180 Page, Arizona 86040
To Company:	Cable One, Inc. 1314 North 3 <sup>rd</sup> Street Phoenix, Arizona 85004

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

City of Page  
An Arizona Municipal Corporation

By: William R. Dietz  
Mayor

Date: 04/25/12

Cable One, Inc.  
A Delaware Corporation

By: [Signature]  
Vice President

Date: 5/25/12

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

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

City of Page  
An Arizona Municipal Corporation

By: William R. Doh  
Mayor

Date: 04/25/12

ATTEST:

Lori Anderson  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

Cable One, Inc.  
A Delaware Corporation

By: [Signature]  
Vice President

Date: 5/25/12

# Interim Information Technology (IT) Director's Status Report to Council

*Presented by*

Gene Martel

Interim IT Director, City of Page Arizona  
Associate, Interim Public Management (IPM)

May 25, 2016

## Background

- March 4, 2016 - City of Page's IT Director retires;
- April 13, 2016 - City Council approves and contracts with Interim Public Management (IPM) to provide an Interim IT Director until a recruitment for a new Director has completed;
- April 20, 2016 - Gene Martel, IPM Associate begins work as Interim IT Director.

## Directives

- Assess the City's technology needs;
- Address and resolve critical issues;
- Assess risks;
- Oversee (direct) the IT Department's operation;
- Provide consulting to Department Directors regarding the potential for relevant Business Technologies.

## Strategy

- Provide each department with the ***Information Technology (IT) Needs Assessment Document*** for their completion:
  - Purpose: Identify the critical IT needs; Assess the quality and level of service provided by IT; Ascertain areas where IT needs to improve service delivery; and identify the departments' IT projects and services needs for the next 1-5 years;
- Interim IT Director to meet with the departments for clarification of needs and discussion of solutions;
- Interim IT Director to prepare an Executive Summary of the Assessments for discussion with the City Manager.

## Significant Preliminary Findings

- Improve Internet Service to City Facilities;
- IT Staffing;
- Server Upgrades;
- Network Re-Architecture and Hardening;
- Improve Technical Support for Fire & PD Applications;
- PC/Laptop Upgrades;
- Expand mobile/remote access for staff;
- Shift to Microsoft Outlook for email/calendaring;

## Preliminary Findings - *Continued*

- Upgrade to current versions of software;
- Expand the use of Cloud technologies for every department;
- Centralized posting of web content;
- Policies, Procedures and Standardization of Equipment.

## Accomplishments

- 10 – 12 Mbs SCC Interim Wi-Fi delivered to Library, Public Safety and City Hall/Magistrate;
- Imaging server rebuilt;
- Server/Network inventory completed;
- Assessments completed;
- Preliminary findings of risks conveyed to City Manager;
- Conditional Offer made to prospective permanent IT Director;
- Conditional Offer made to prospective permanent IT Technician

## Next Steps

- Continue to address and resolve critical issues (fires);
- Work with City Manager to prioritize and prepare budget for items derived from the Assessment;
- Assist in transition/on-boarding of the new permanent IT Director (ETA July 1<sup>st</sup>).



## *Request for City Council Action*

<b>Title:</b>	Occupational Health Services Bid Contract		
<b>Meeting Date:</b>	May 25, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other Bids	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	HR/Risk Management	<b>Supporting Documents:</b>	Bid
<b>Prepared By:</b>	Encompass Health Services	<b>Presented By:</b>	Crystal Prentice
<b>Reviewed By:</b>	Kay Eddlemon	<b>Approved By:</b>	Crystal Prentice
<b>Proposed Action:</b>	Occupational Health Services bid award to Encompass Health Services		

### SUMMARY/RECOMMENDATIONS:

Encompass Health Services was the only bid received for the Occupational Health Services Bid. The bid includes DOT, Non DOT 5 panel and Non DOT testing (rapid), MRO Consultation, Non DOT Approved Alcohol Testing, Random Selection Cost, Hepatitis A, B, B Antibody Testing, B Antigen, TB Skin Testing, Tetanus Shot, CDL, Police and Fire Physicals and Fluid Exposure Training/Orientation. The prices are competitive with our current provider. City of Page employees are able to choose whomever they want for their own personal health care services.

### ATTACHMENT(S):

Occupational Health Services Bid from Encompass Health Services.

### FISCAL IMPACT:

None

### SUGGESTED MOTION(S):

Staff recommends awarding the Occupational Health Services bid to Encompass Health Services.

**Mission/Purpose:**

The purpose of Encompass Health Services, Inc. is to administer and provide quality healthcare programs and services throughout the identified service area in such a manner that meets the needs of our constituency. Our mission is to deliver behavioral health and medical services in a convenient, timely, effective and compassionate manner. Our team is committed to providing an integrated system of cohesive, personalized patient-centered care by embracing the “medical home” treatment philosophy in both the mental health/substance abuse and primary care settings.

**Integrated Team Includes:** Medical Doctors specializing in family practice and Psychiatry, Family Nurse Practitioners, Chiropractor, Registered Medical Assistants, Social Workers, Professional Counselors, Case Managers, Employment Specialists, and Administrative support.

**Medical Facility:** Located at 463 S. Lake Powell Blvd, Page, AZ. 86040

928-645-0945 Hours: Monday-Friday 7:15am-5:00pm

\*\*Behavioral Health Crisis Staff can be reached when our office is closed and page out a medical staff member to insure contract requirements are met.

**Services:** Encompass staff have been providing medical services in our community for many years. Our experienced staff is well versed in employment physicals, Tb testing, drug Testing, laboratory testing, trainings and shots as well as workman compensation. We understand and value our patient’s time. We strive to deliver on time quality healthcare that meets the needs of our community. Our facility is equipped with state of the art equipment to interface with laboratories, send prescriptions electronically to pharmacies, as well as laboratory testing devices for in house testing.

**Encompass Medical Center -Medical Staff**

Michael Demangone, MD Chief Medical Officer: Dr. Demangone obtained his B.S. in Premedicine with Distinction from Pennsylvania State University, and then went on to graduate from the Jefferson Medical College of Thomas Jefferson University. He completed his residency at the St. Margaret Memorial Hospital Family Practice Program in Pittsburgh. Dr. Demangone has provided medical care for the citizens of Page and surrounding areas for over 18 years in primary care and the emergency room, and looks forward to remaining available for the community.

Barbara (Bee) Valvo, FNP: A graduate of Northern Arizona University in Flagstaff. Prior to receiving her Family Nurse Practitioner degree, Barbara worked as a nurse for over 20 years at Flagstaff Medical Center, the Coconino County Jail and North Country Health Center. Barbara is an expert witness for forensic examination and evidence collection for individuals who have been sexually assaulted.

Elizabeth Baldwin, WHCNP: A graduate of the University of Colorado specializing in Woman's Health. She received her Master's degree from Northern Arizona University specializing in Biology. She graduated with her bachelor's degree in Nursing from West Virginia University. She has spent twelve years working at Northern Arizona Orthopedic in Flagstaff and women's health sports medicine. She has worked as a Women's Health Nurse Practitioner for Coconino County Health Department, Mountain Park Health Center, and Flagstaff Medical Center.

Michelle Zavala, RMA: Michelle is a Registered Medical Assistant with over 8 years of laboratory experience. She is a certified collector, phlebotomist and certified in injections.

Angie Begay, Lisa John, Melvina Nez, Lori Begay, and Ashleigh Epps- Registered Medical Assistance. They have all passed a national test for their certification. They all have a wealth of experience working in the primary care field.

Mike Moore (DC): Board certified in 1992, Chiropractor Dr. Mike Moore completed his pre-chiropractic studies at Glendale Community College and ASU. Mike received his Doctorate of Chiropractic at Palmer College of Chiropractic in Davenport, IA. He has been practicing in Page for over 21 years.

PROPERTY OF THE  
**ARIZONA DEPARTMENT OF HEALTH SERVICES**



**ENCOMPASS HEALTH SERVICES, INC**  
**463 South Lake Powell Boulevard**  
**Page, Arizona 86040**

**This facility is licensed to operate as a(n) OUTPATIENT TREATMENT CENTER**

**From: May 1, 2015**

**To: April 30, 2016**

**Issued: March 5, 2015**

  
Recommended by: **Connie Belden, RN**  
**Bureau Chief**

**License: OTC5097**

  
Issued By: **Cara Christ, MD**  
**Assistant Director**

**HEALTH AND WELLNESS FOR ALL ARIZONANS**

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION  
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED  
**TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE**

PROPERTY OF THE  
**ARIZONA DEPARTMENT OF HEALTH SERVICES**



**ENCOMPASS HEALTH SERVICES, INC.  
463 South Lake Powell Boulevard  
Page, Arizona 86040**

**This facility is licensed to operate as a(n) OUTPATIENT TREATMENT CENTER**

**From: May 1, 2016**

**To: April 30, 2017**

**Issued: February 23, 2016**

A handwritten signature in cursive script, appearing to read "Connie Belden".

**Recommended By: Connie Belden, Bureau Chief**

**License: OTC5097**

A handwritten signature in cursive script, appearing to read "Colby Bower".

**Issued By: Colby Bower, Assistant Director**

**HEALTH AND WELLNESS FOR ALL ARIZONANS**

**PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION  
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED  
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE**

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS  
ENCOMPASS MEDICAL CENTER  
463-A S LAKE POWELL BLVD  
PAGE, AZ 86040

CLIA ID NUMBER  
03D2024710

EFFECTIVE DATE  
05/23/2015

LABORATORY DIRECTOR  
MICHAEL J DEMANGONE M.D.

EXPIRATION DATE  
05/22/2017

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Karen W. Dyer*

Karen W. Dyer, Acting Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Clinical Standards and Quality

1718 Certs1\_042815

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.GOV/CLIA](http://WWW.CMS.GOV/CLIA)  
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR  
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.  
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

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**CITY OF PAGE, ARIZONA**

**OCCUPATIONAL HEALTH SERVICES FOR CITY OF PAGE EMPLOYEES  
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 4:00 p.m., May 05, 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. Occupational Health Services for City of Page Employees, 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 contract(s) shall be for furnishing Occupational Health Services to the City of Page for employees and prospective employees. Services under the contract(s) shall include, but may not be limited to, drug screen collections, alcohol testing, hepatitis vaccinations, and various physicals. Please note that a Bidder may limit its bid to one or more of the services and/or procedures listed on the bid sheet below.

The City of Page will not have a pre-bid conference; however, City staff will be available by phone to answer questions regarding the requested health services. Questions and requests for additional specifications and/or bid documents shall be directed to: Kay Eddlemon, Human Resources, 697 Vista Avenue, Page, AZ 86040, (928) 645-4231.

Bids may not be withdrawn for a period of thirty (30) days after the bid opening. The City of Page reserves the right to reject any or all bids or parts thereto and to waive any informalities in the bids received, and to accept, increase or reduce the quantities of any or all items of any bid, unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the City of Page.

\_\_\_\_\_  
City Clerk

Posted on the City of Page website ([www.cityofpage.org](http://www.cityofpage.org)).  
Published for two weeks in the Lake Powell Chronicle.  
See publication April 20, April 27, 2016.

**REQUEST FOR BIDS  
OCCUPATIONAL HEALTH SERVICES**

**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. The 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. 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

**3. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA.** All questions regarding discrepancies in, or omissions from, the Scope of Work 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 to 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.

**4. WITHDRAWAL 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.

**5. 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.

**6. 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.

**7. DETERMINATION OF SUCCESSFUL BIDDER(S).** Except where City exercises the reserved right herein to reject all bids, the Contract for each individual service and/or procedure shall be awarded by City to the responsive and responsible bidder who has submitted the lowest sum bid for that respective service and/or procedure and who's selection is determined to be in the best interests of the City based on criteria enumerated in Section A below. While cost will be the primary factor in selecting the successful Bidder, the City nonetheless, reserves the right to select a Bidder other than the lowest Bidder based on the best interest of the City. The City reserves the right to award multiple contracts dividing the services and/or procedures among bidders. In the event two or more bids are similar in quality, an oral interview may be arranged to assist in making the final selection. For purposes of this bid, responsive and responsible shall be defined as:

**A. 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.

**B. 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.

**8. TIME FOR EXECUTING CONTRACT.** Any bidder whose bid has been accepted shall be required to execute a contract and return it to City within ten (10) days after receipt of Notice of Award. 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.

**9. MISCELLANEOUS.** The City of Page reserves the right to reject any or all bids submitted. Staff reserves the right to request additional information or clarification from bidders or to allow correction of error or omissions.

Submission of a bid indicates acceptance by the bidder of the conditions contained in this request for bids unless clearly and specifically noted in the bid submitted and confirmed in the contract between the City of Page and the firm selected.

The City of Page is an equal opportunity employer under applicable federal and state laws and prohibits discrimination in employment, contracts, services and the acquisition of materials on the part of any individual or firm doing business with the City. All individuals and firms responding to this proposal are hereby certifying they will comply with all applicable federal and state laws regarding non-discrimination.

## **SPECIFICATIONS**

1. The City of Page, in accordance with City purchasing procedures, requests qualified Health Care facilities to submit bids for Occupational Health Services for the City of Page. This bid is for a term of three (3) years, beginning July 1, 2016, through June 30, 2019.

A. The City is requesting Occupational Health Services to include the following items:

- Urine drug screen collections
- DOT approved alcohol testing
- Non DOT alcohol testing
- Hepatitis A & B vaccinations
- TB skin testing
- CDL physicals
- Fluid exposure training
- MRO consultation
- Police Department initial candidate physical with Arizona Peace Officer Standards & Training Board Medical History
- Fire Department physicals to include stress test, vision screening, and audiometry testing

B. The City of Page requires 24 hour service availability for drug screening that is needed "after regular business hours."

C. The Health Care Provider will submit to the City one monthly bill that includes all allowable costs.

D. The City reserves the right to select the services of a SAMHSA or NIDA certified laboratory.

## **2. INFORMATION TO BE PROVIDED BY THE BIDDER**

Those parties interested in providing one or more of the above-described Occupational Health Services must complete a bid package covering the following requirements:

### **HEALTH CARE PROVIDER PROFILE AND QUALIFICATIONS:**

1. Provide documentation that you are a Qualified Health Care Provider in the State of Arizona.

2. State whether the firm is local, regional, national or international.
3. State the location of the office from which the work is to be done.
4. Provide a brief and concise narrative (no more than two page) describing:
  - a. facilities, resources, equipment that will be utilized in performance of the services provided;
  - b. experience, certification, ability, and skills of staff that will be utilized;
  - c. any additional information relevant to the bidder's ability to provide the services requested herein.

## BID SHEET

NAME OF HEALTH CARE PROVIDER Encompass Health Services

1. Are you a qualified Health Care Provider in the State of Arizona?

Yes  No (Please attach supporting documentation.)

2. Is your company  Local  Regional  National  
or  International.

3. State the location of the office from which the work is to be done.

463 S. Lake Powell Blvd Page, AZ 86040

4. COST BREAKDOWN (This is cost per employee)

	YOUR FEE	LAB FEE
DOT 5 Panel Testing	<u>25.-</u>	<u>18.50</u>
Non DOT 5 Panel Testing (rapid)	<u>20.-</u>	<u>N/A</u>
Non-DOT 5 Panel	<u>20.-</u>	<u>13.50</u>
MRO Consultation	<u>Ø</u>	<u>18.50</u>
DOT Approved Alcohol Testing	<u>25.-</u>	<u>Ø</u>
Non-DOT Alcohol Testing	<u>15.-</u>	<u>Ø</u>
Random Selection Cost	<u>30.-</u>	<u>Ø</u>
Hepatitis A (each shot)	<u>100.-</u>	<u>Ø</u>
Hepatitis B (each shot)	<u>90.-</u>	<u>Ø</u>
Hepatitis B Antibody Testing	<u>25.-</u>	<u>Ø</u>
Hepatitis B Antigen	<u>25.-</u>	<u>N/A</u>
Fluid Exposure Training/Orientation	<u>50./hr.</u>	<u>Ø</u>
TB Skin Testing	<u>25.-</u>	<u>Ø</u>
CDL Physicals	<u>100.-</u>	<u>Ø</u>

Tetanus Shot	<u>40.-</u>	<u>Ø</u>
Police Department Physicals	<u>100.-</u>	<u>Ø</u>
Fire Department Physicals	<u>100.-</u>	<u>Ø</u>

5. State the testing method to be used for non-DOT alcohol testing. \_\_\_\_\_

Saliva alcohol point of collection or breathalyzer

6. Please state how you will provide 24 hour service to the City of Page for alcohol and drug testing. Encompass provides 24 hr. Crisis

coverage. Crisis workers will contact medical staff on call to provide a alcohol + drug testing when the office is closed.

7. State the name of the laboratory which you propose to use.

Lab Corporation

(Please submit supporting documentation of the laboratory's certification, ie: SAMHSA, NIDA, Department of Health, College of American Pathologists; etc.)

Michele Axlund  
Name of Person Submitting Proposal

908-645-5113  
Phone Number

  
Signature

4-19-16  
Date

# THIRD QUARTER FINANCIAL REPORT

## FOR THE PERIOD ENDED MARCH 31, 2016



Fiscal Year 2016

## CITY OF PAGE

### *Vision Statement*

The City of Page is a clean, financially responsible, diverse and vibrant community that respects the quality of its environment, fosters a sense of community and family, encourages a healthful, active lifestyle and supports a wide-range of business opportunities to promote a prosperous economy.

## INTRODUCTION

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Quarterly financial reporting is being prepared by the City of Page as a means of providing the community, Council and the organization with an overview of financial information for the General Government Funds. Quarterly financial reporting is a priority identified by Council during previous strategic planning worksessions.

The primary information provided in the quarterly report is a comparison of the annual budget amounts to actual revenues and expenditures for operating departments. Prior year comparisons are also included in some areas.

All financial information is based on preliminary, unaudited information reported from the municipal financial system as of the report date. Seasonal variations or special occurrences in municipal operations may affect the proportion of revenues achieved or expenditures incurred to date.

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Notations for this quarter include the following:

\*Personnel vacancies filled this quarter include: two full time Police Officers; five full time EMT/Firefighters; one full time Recreation Division Director; one full time City Attorney; one part time Children's Library Aide. Seven full time positions were vacated this quarter along with one part time position.

In addition, a warm welcome to Councilmember Korey Seyler who joined our City Council this quarter, filling the vacancy left by former Councilmember David Tennis.

\*Final payment in the amount of \$52,188.81 was made this quarter to Hatch Industries for the completion of the precast concrete wall on North Navajo Drive.

\*Software program called iWorQ, was purchased for Community Development and Public Works. This program will assist the departments with code enforcement, permit tracking, as well as fleet and facilities management.

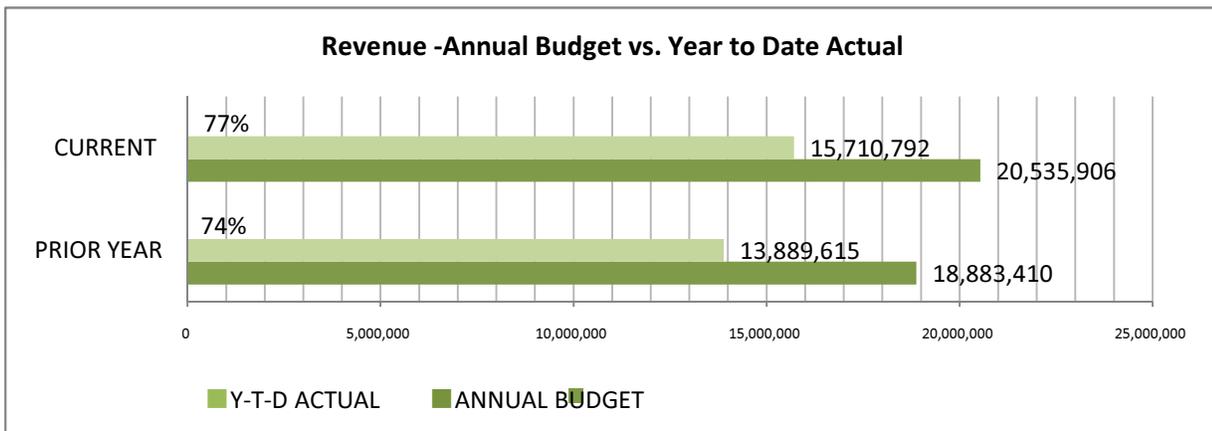
\*During the FY16 budget process, several donation and grant funds were combined along with restructuring and creating several new departments. This will result in fluctuations from prior year figures in some departments.

## ALL FUNDS (EXCLUDES ENTERPRISE FUNDS)

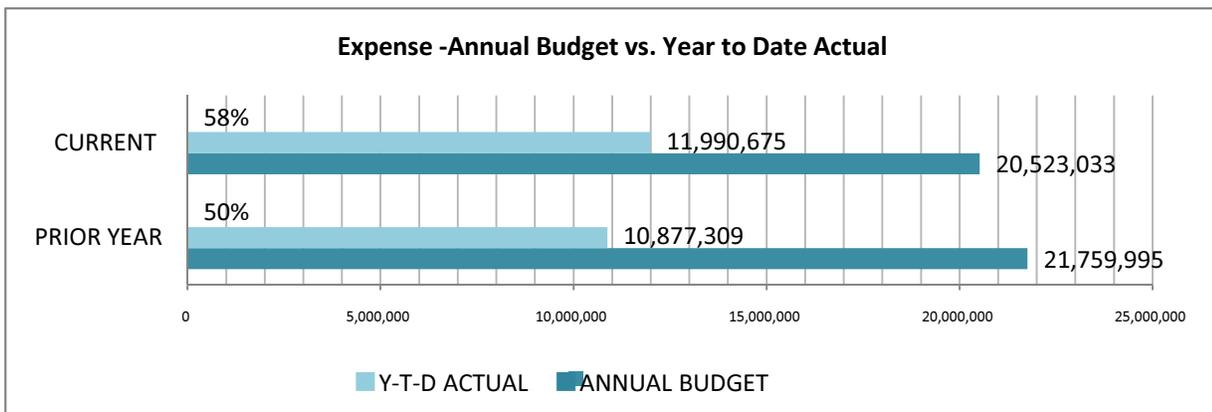
Revenues received year-to-date are 77% of annual budget. Through the third quarter, 76% of total revenue has been expended.

Expenditures year-to-date are 58% of annual budget, which is a 8% increase over the prior year. The Navajo Wall was completed in March 2016. Total Y-T-D expense for the wall, inclusive of engineering costs, is \$111.752.69

### TOTAL YTD REVENUE \$ 15,710,792



### TOTAL YTD EXPENSE \$ 11,990,675



## GENERAL FUND

General Fund revenues are showing an increase of 11% over the prior year. City Sales Tax continues to increase, as well as collections for all types of permits (building, site plan, conditional use, special events & fire permits).

In September, the Council invested \$6 Million of the City's reserves with TVI Investments. This investment has proven to bring in more interest revenue than the City has seen in several years. At the end of the quarter, the City received approximately \$15,000 in interest revenue, in comparison to the total of \$5,656 the City received for fiscal year 2015.

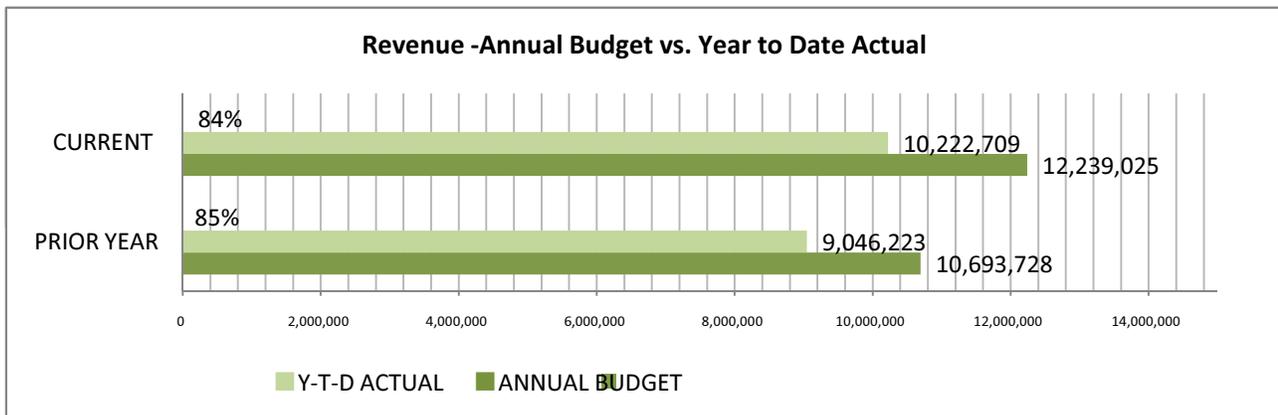
Through the third quarter, 88% of the General Fund revenue has been expended. Expenditures year-to-date ave increased over the prior year due to the increase in debt coverage.

Interfund transfers in the amount of \$186,149 were made this quarter from the General Fund to Debt Service for the bi-annual bond payments, as well as \$79,381 in transfers to the Community Development Fund.

Nine full-time vacancies were filled, as well as one part-time position.

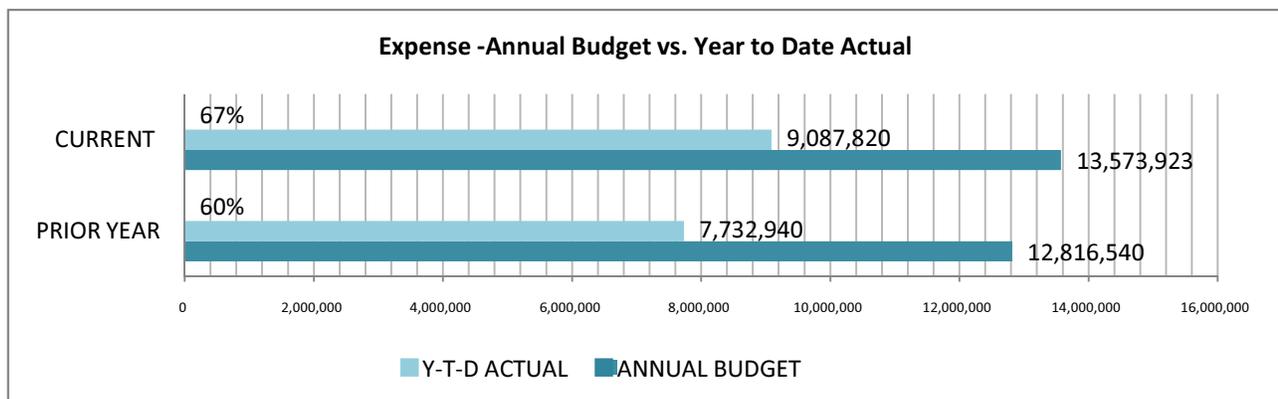
### GENERAL FUND YTD REVENUE

**\$ 10,222,709**



### GENERAL FUND YTD EXPENSE

**\$ 9,087,820**



**CITY OF PAGE  
FISCAL YEAR 2016  
SUMMARY BY FUND  
ENDING MARCH 31, 2016**

FUND	PRIOR YEAR	CURRENT	PRIOR YEAR	CURRENT	CURRENT	*CASH BALANCE	*CASH BALANCE
	EXPENSE	EXPENSE	REVENUE	REVENUE	NET GAIN/LOSS	AS OF 3/31/2015	AS OF 3/31/2016
10 GENERAL FUND	(7,732,940)	(9,087,820)	9,046,223	10,222,709	1,134,888	8,485,233	10,210,116
8 15 HIGHWAY USERS FUND	(533,033)	(430,148)	485,524	527,006	96,857	1,537,712	1,671,378
16 SUBSTANCE ABUSE FUND	(8,560)	(23,300)	4,464	3,815	(19,484)	37,539	18,472
1 17 TRANSIENT FUND	(2,240)	0	0	0	0	0	0
1 18 COMMUNITY CENTER DONATION FUND	(38,353)	0	0	0	0	0	0
1 19 PAGE YOUTH CENTER DONATION FUND	(7,559)	0	0	0	0	0	0
4 20 DEBT SERVICE FUND	(424,860)	(415,582)	1,999,960	2,494,357	2,078,775	1,831,554	3,428,849
1 21 FIRE DONATIONS	(166)	0	0	0	0	0	0
1 22 PROJECT GRADUATION	(8,073)	0	0	0	0	0	0
2 23 POLICE DEPARTMENT GRANTS	0	0	0	0	0	0	0
24 SRO GRANT	0	0	0	0	0	0	0
25 MISCELLANEOUS GRANTS	(68,153)	(49,611)	77,280	45,540	(4,071)	18,402	47,070
1 26 LIBRARY DONATION	(3,526)	0	0	0	0	0	0
2 30 LIBRARY GRANTS	(13,356)	0	0	0	0	3,722	0
32 JCEF FUND	(3,813)	(8,062)	3,855	3,647	(4,415)	61,145	54,384
3 36 DONATION FUNDS	(14,718)	(5,554)	75,466	2,269	(3,286)	64,334	58,121
5 40 CAPITAL PROJECTS	(1,094,993)	(1,071,308)	1,021,102	1,462,280	390,972	295,272	673,513
7 41 BALLOON REGATTA	(22,302)	0	22,750	0	0	35,991	0
42 TOURISM AND PROMOTION	(235,116)	(374,387)	304,614	346,770	(27,617)	428,742	436,807
46 AIRPORT	(312,881)	(337,991)	439,676	435,636	97,645	899,973	1,051,253
47 AIRPORT EVENTS	0	(2,887)	0	0	(2,887)	2,887	0
48 LAND	(213,400)	(152,958)	357,700	152,958	0	144,300	0
5 57 CEMETERY	(81,369)	(21,681)	18,959	23,893	2,212	272,034	279,166
6 72 FIRE PENSION	(57,897)	(9,385)	32,045	(10,087)	(19,472)	480,219	466,930
<b>TOTAL</b>	<b>(10,877,309)</b>	<b>(11,990,675)</b>	<b>13,889,615</b>	<b>15,710,792</b>	<b>3,720,118</b>	<b>14,599,060</b>	<b>18,396,058</b>

NOTES:

- 1: FUND BALANCE TRANSFERRED TO FUND 36
- 2: FUND BALANCE TRANSFERRED TO FUND 25
- 3: NET GAIN FROM PRIOR YEAR REFLECTS TRANSFERS IN FROM VARIOUS FUNDS
- 4: FY16 ADDITIONAL TRANSFER TO DEBT SERVICE PER ORDINANCE 616-14 AND RESOLUTION 1105-13 - \$1,400,000
- 5: NET GAIN DUE TO UNEXPENDED CAPITAL BUDGET
- 6: NET LOSS DUE TO UNREALIZED LOSS IN MARKET VALUES
- 7: FUND BALANCE RETURNED TO PAGE LAKE POWELL BALLOON REGATTA
- 8: NET LOSS DUE TO TRANSFER OUT FOR CAPITAL EXPENDITURES

\* BALANCES DO NOT INCLUDE FUNDS USED FOR ACCOUNTS PAYABLE REIMBURSEMENTS FROM PAGE UTILITY

**CITY OF PAGE  
FISCAL YEAR 2016  
GENERAL FUND SUMMARY BY DEPARTMENT  
ENDING MARCH 31, 2016**

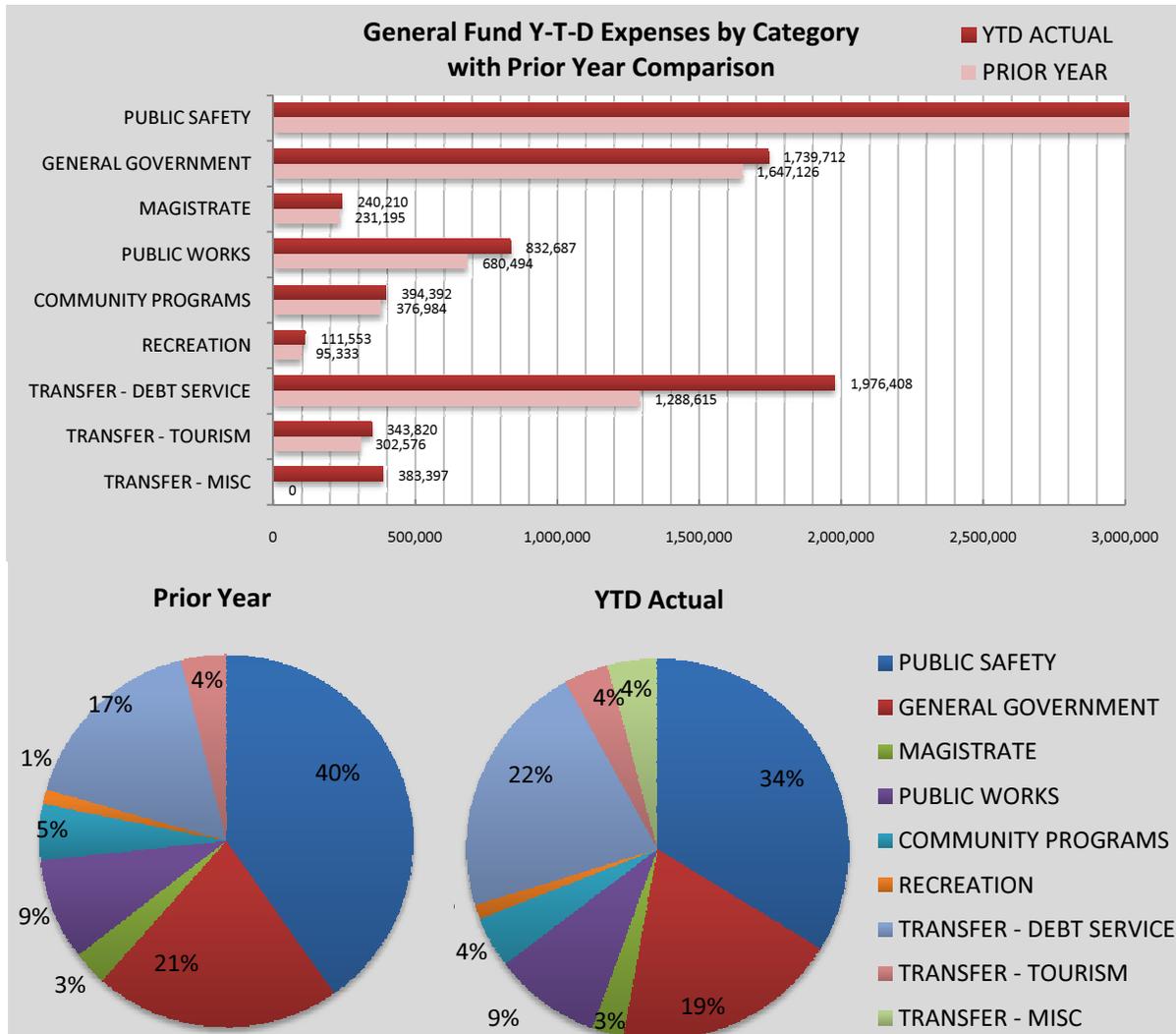
<u>REVENUE</u>	<u>PRIOR YEAR</u>	<u>% OF REVENUE</u>	<u>YTD ACTUAL</u>	<u>% OF REVENUE</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
TAXES	6,375,652	70.5	7,168,201	70.1	792,549	12.4
TAXES & FEES	263,977	2.9	313,589	3.1	49,612	18.8
INTERGOVERNMENTAL	1,281,382	14.2	1,327,180	13.0	45,798	3.6
NON-OPERATING	0	0.0	0	0.0	0	0.0
OTHER	1,125,211	12.4	1,413,739	13.8	288,528	25.6
<b>TOTAL FUND REVENUE</b>	<b>9,046,223</b>	<b>100.0</b>	<b>10,222,709</b>	<b>100.0</b>	<b>1,176,486</b>	<b>13.0</b>
 <u>EXPENDITURES</u>						
CITY ADMINISTRATION	163,012	1.8	164,798	1.6	1,786	1.1
MAYOR & COUNCIL	53,768	0.6	51,838	0.5	(1,930)	(3.6)
CITY CLERK	72,305	0.8	81,082	0.8	8,777	12.1
CITY ATTORNEY	121,520	1.3	121,811	1.2	292	0.2
1/2 INTERFUND TRANSFERS	1,591,191	17.6	2,703,625	26.4	1,112,434	69.9
8 COMMUNITY SERVICES ADMIN	0	0.0	63,406	0.6	63,406	0.0
PAGE ADULT COMMUNITY CENTER	57,762	0.6	53,895	0.5	(3,867)	(6.7)
RECREATION	95,333	1.1	111,553	1.1	16,220	17.0
LIBRARY	319,221	3.5	277,090	2.7	(42,131)	(13.2)
3 GENERAL SERVICES	476,409	5.3	387,947	3.8	(88,461)	(18.6)
8 POLICE DEPARTMENT ADMIN	0	0.0	197,208	1.9	197,208	0.0
7 PATROL	1,392,012	15.4	1,226,553	12.0	(165,459)	(11.9)
COMMUNICATIONS	287,377	3.2	295,348	2.9	7,971	2.8
5 COMMUNITY RESOURCE	68,966	0.8	0	0.0	(68,966)	(100.0)
9 INVESTIGATIONS	69,721	0.8	148,642	1.5	78,921	113.2
4 FIRE DEPARTMENT	1,292,543	14.3	1,197,891	11.7	(94,653)	(7.3)
3 HUMAN RESOURCE/RISK MANG.	229,219	2.5	429,726	4.2	200,507	87.5
# FINANCE	244,846	2.7	272,840	2.7	27,995	11.4
MAGISTRATE	231,195	2.6	240,210	2.3	9,016	3.9
7 INFORMATION TECHNOLOGY	227,759	2.5	115,738	1.1	(112,021)	(49.2)
7 PLANNING & ZONING	1,504	0.0	54,018	0.5	52,515	3492.8
BUILDING & CODE COMPLIANCE	56,784	0.6	59,914	0.6	3,129	5.5
8 PUBLIC WORKS ADMINISTRATION	0	0.0	264,218	2.6	264,218	0.0
CENTRAL GARAGE	191,048	2.1	181,945	1.8	(9,103)	(4.8)
7 BUILDINGS MAINTENANCE	215,314	2.4	154,268	1.5	(61,046)	(28.4)
6 ENGINEERING	37,506	0.4	0	0.0	(37,506)	100.0
PARKS MAINTENANCE	191,393	2.1	214,276	2.1	22,883	12.0
GOLF COURSE MTCE	45,232	0.5	17,980	0.2	(27,252)	(60.2)
<b>TOTAL FUND EXPENDITURES</b>	<b>7,732,940</b>	<b>85.5</b>	<b>9,087,820</b>	<b>88.9</b>	<b>1,354,880</b>	<b>17.5</b>
 <b>NET REVENUE OVER EXPENDITURES</b>	 <b>1,313,282</b>	 <b>14.5</b>	 <b>1,134,888</b>	 <b>11.1</b>	 <b>(178,394)</b>	 <b>(13.6)</b>

NOTES:

- 1 FY16 ADDITIONAL TRANSFER TO DEBT SERVICE PER ORDINANCE 616-14 AND RESOLUTION 1105-13 - \$1,400,000
- 2 TRANSFER TO CAPITAL PROJECTS FUND FOR CURRENT YEAR CAPITAL PURCHASES - \$384,000
- 3 COMPENSATED ABSENCES EXPENSE MOVED TO HUMAN RESOURCES - \$49,800
- 4 DECREASE DUE TO CAPITAL PURCHASES BEING EXPENDED FROM CAPITAL PROJECTS FUND INSTEAD OF INDIVIDUAL DEPARTMENTS
- 5 NO BUDGET FOR FY16 - INCLUDED IN INVESTIGATIONS AND BUILDING/CODE COMPLIANCE DEPARTMENTS
- 6 NO BUDGET FOR FY16 - INCLUDED IN PUBLIC WORKS ADMIN DEPARTMENT
- 7 CHANGES IN PERSONNEL VACANCIES, INDIVIDUAL BENEFIT ELECTIVES, OR UNEMPLOYMENT
- 8 NEW DEPARTMENT CREATED IN FY16
- 9 INCREASE OVER LAST YEAR DUE TO RE-STRUCTURE OF ADMINISTRATION FOR INVESTIGATIONS DEPT.
- 10 CONTRACT SERVICES FOR FINANCE INCREASED IN FY 16 DUE TO CHARGES IMPOSED BY STATE OF AZ FOR TPT COLLECTION

**CITY OF PAGE  
FISCAL YEAR 2016  
GENERAL FUND EXPENDITURES BY CATEGORY  
ENDING MARCH 31, 2016**

<u>GENERAL FUND EXPENDITURES</u>	<u>PRIOR YEAR</u>	<u>YTD ACTUAL</u>	<u>VARIANCE</u>
<b>PUBLIC SAFETY</b> <small>(PD Administration, Patrol, Communications, Fire, Investigations)</small>	3,110,619	3,065,641	(44,977)
<b>GENERAL GOVERNMENT</b> <small>(City Manager, Council, Clerk, Attorney, Transit, Gen. Services, HR, P&amp;Z, Building Safety, IT, Finance)</small>	1,647,126	1,739,712	92,586
<b>MAGISTRATE</b>	231,195	240,210	9,016
<b>PUBLIC WORKS</b> <small>(PW Administration, Garage, Building Maint., Parks Maintenance, Engineering, Golf Maint.)</small>	680,494	832,687	152,193
<b>COMMUNITY PROGRAMS</b> <small>(Community Services Admin, Library, Community Center)</small>	376,984	394,392	17,408
<b>RECREATION</b>	95,333	111,553	16,220
<b>TRANSFER - DEBT SERVICE</b>	1,288,615	1,976,408	687,793
<b>TRANSFER - TOURISM</b>	302,576	343,820	41,244
<b>TRANSFER - MISC</b>	-	383,397	383,397
<b>GENERAL FUND EXPENDITURES</b>	<b>7,732,940</b>	<b>9,087,820</b>	<b>1,354,880</b>
<b>ALL OTHER FUND EXPENDITURES</b>	<b>3,144,369</b>	<b>2,902,854</b>	<b>(241,515)</b>
<b>TOTAL FUND EXPENDITURES (EXCLUDES ENTERPRISE FUNDS)</b>	<b>10,877,309</b>	<b>11,990,675</b>	<b>1,113,365</b>





## Request for City Council Action

<b>Title:</b>	Appointment or Re-appointment to the Page Utility Enterprises Board		
<b>Meeting Date:</b>		<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other - Boards	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Clerk's Department	<b>Supporting Documents:</b>	Resolution 1161-16 Letter and Board Application
<b>Prepared By:</b>	Kim Larson, City Clerk	<b>Presented By:</b>	Mayor Diak
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to adopt Resolution 1161-16 with _____ being appointed to the Page Utility Enterprises Board for a term ending June 30, 2021		

**BACKGROUND:** There is currently one vacancy on the Page Utility Enterprises Board. An Application has been received from Lyle Dimbatt, and a letter requesting to remain on the Board has been received from Shayne Jones.

**ATTACHMENTS:**

Resolution 1161-16  
Application and letter

**STAFF RECOMMENDATION:**

I move to introduce Resolution 1161-16 by title only.

I move to adopt Resolution 1161-16 with \_\_\_\_\_ being appointed to the Page Utility Enterprises Board for a term ending June 30, 2021.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**City Attorney**

**RESOLUTION NO. 1161-16**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, MAKING AN APPOINTMENT TO THE PAGE UTILITY ENTERPRISES BOARD PER SECTION 2-8-2 OF THE PAGE CITY CODE.**

**WHEREAS, on January 29, 1985, the voters of Page at a Special Election, overwhelmingly approved a bond issuance for the purpose of acquiring the Electric Distribution system in Page and its environs; and**

**WHEREAS, the City Council on May 9, 2012, adopted Ordinance No. 588-12, repealing Ordinance No. 447-03 and amending Article 2-8 of the Page City Code which created the Page Utility Enterprises Board to govern Page's Utilities; and**

**WHEREAS, Ordinance No. 588-12 became effective June 9, 2012; and**

**WHEREAS, Section 2-8-2 of the Page City Code provides that five (5) board members will be appointed for terms of five (5) years on the Page Utility Enterprises Board; and**

**WHEREAS, Section 2-8-2 of the Page City Code provides that the appointments to the Board will be by Resolution.**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Page, Arizona, that \_\_\_\_\_ shall be appointed to the Page Utility Enterprises Board to fill the five (5) year term ending June 30, 2021.**

**PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL of the City of Page, Arizona, this 25<sup>th</sup> day of May, 2016, by the following vote:**

**Ayes**                    —  
**Nays**                     —  
**Abstentions**         —  
**Absent**                 —

**City of Page**

**By: \_\_\_\_\_  
Mayor**

**ATTEST:**

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**City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

Re: PUE Board

Tue 5/17/2016 5:12 PM

**From:** Shayne & Becky

**To:** cityclerk@mail.cityofpage.org

**Cc:** Kennedy, Sue



Hello Kim,

Yes I am interested in being considered for reappointment to the PUE Board. Will this do for a letter or do I need to submit an interest letter?

Thanks

Shayne

**From:** City Clerk

**Sent:** Tuesday, May 17, 2016 4:11 PM

**To:** Jones, Shayne

**Cc:** Kennedy, Sue

**Subject:** PUE Board

Hi Shayne,

This is a follow up to see if you are interested in being considered for a reappointment to the PUE Board.

Please e-mail me back and let me know.

Thank you,

*Kim L. Larson*

Kim L. Larson, CMC

City Clerk

P.O. Box 1180

Page, AZ 86040

(928) 645-4221

(928) 645-4227 fax

cityclerk@cityofpage.org

\*\*\*\*NOTICE\*\*\*\*

To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

RECEIVED  
 CITY OF PAGE  
 CITY CLERK'S OFFICE  
 14 APR 16 PM 2:26

**CITY OF PAGE  
 BOARD  
 APPOINTMENT APPLICATION**

Name: <u>LYLE DIMBATTI</u>	Date: <u>4/15/14</u>
Street Address: <u>920 ELMIRAGE</u>	P.O. Box <u>4301</u>
City: <u>PAGE</u>	State Zip: <u>AZ 86040</u>
Work Phone <u>728-645-6553</u>	Fax:
Home Phone: <u>728-645-2390</u>	E-Mail: <u>DIMBATTI@CABLEONE.NET</u>

Boards upon which you wish to serve: (You may apply for more than one Board. Please rate interest in each Board for which you wish to apply by indicating 1-12 with 1 being first choice.)

<input type="checkbox"/>	Airport Board	<input checked="" type="checkbox"/>	Page Utility Enterprises Board
<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Page Community Center Board
<input type="checkbox"/>	Golf Advisory Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Industrial Development Authority	<input type="checkbox"/>	Public Safety Retirement Board-Police & Fire
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Page Tourism Board
<input type="checkbox"/>	Municipal Property Corporation	<input type="checkbox"/>	Substance Abuse Task Force

Brief statement of your qualifications for and/or reasons for applying for these Boards.

<u>PRIOR BOARD MEMBER during late 90s/2000.</u>
<u>FAMILIAR BACKGROUND WITH THE ELECTRICAL INDUSTRIES</u>
Signature: 

## Questionnaire for Board Candidates

Name: <u>LYLE DIMICK</u>
Board(s) for which you are applying: <u>PUE</u>

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

PUR BOARD MEMBER  
SERVED ON COUNCIL PRIOR  
ENJOY BEING INVOLVED.

2. What do you think the relationship should be between the City Council and this Board?

OPEN DOOR. PRACTICES AS DIRECTED BY  
ORDINANCES AND COUNCIL DIRECTIVES

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

This board is key board for city & citizens relationship. Utilities greatly impact every citizen & business in PAGE.

4. What positive and negative issues do you foresee if you are appointed to this Board?

I don't view THE ISSUES AS NEGATIVE AND POSITIVE, JUST AS CHALLENGES.

5. Tell us why we should be interested in appointing you to this Board?

I have a BACKGROUND surrounding the utility industry. FAMILIAR with City government.

(If you need more space, please continue on the back of this form and refer to the question number.)