page
ARIZONA
THE CENTER OF CANYON COUNTRY

MEETING NOTICE
CITY OF PAGE
CITY COUNCIL

CITY COUNCIL REGULAR MEETING

CITY HALL, 697 VISTA AVENUE
PAGE, ARIZONA

SEPTEMBER 28, 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**
   6.1 Work Session City Council Meeting - September 14, 2016
   6.2 Regular City Council Meeting – September 14, 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
   Community Center Board – July 6, 2016
   Parks and Recreation Advisory Board – August 1, 2016
   Page Utility Enterprises – August 9, 2016

   7.2 INFORMATION
   Proclamation – "Arizona Pollution Prevention P2 Week"

8. **PUBLIC HEARINGS**
   None

9. HEAR FROM THE CITIZENS

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

10. UNFINISHED BUSINESS

None scheduled

11. NEW BUSINESS

11.1 Discussion and possible action by the City Council pertaining to "Domestic Violence Awareness Month"

11.2 Discussion and possible action by the City Council pertaining to Proclamation "Fire Prevention Week"

11.3 Discussion and possible action by the City Council pertaining to the purchase of a Stryker Power Gurney for the Page Fire Department

11.4 Discussion and possible action by the City Council pertaining to an Arizona Mutual Aid Compact

11.5 Discussion and possible action by the City Council pertaining to approval of Real Estate Transfer and Easement Agreements, Deeds and Lot Boundary Adjustments for the Navajo Wall-Resolution 1167-16

11.6 Discussion and possible action by the City Council pertaining to the purchase of fifty-five (55) Lenovo ThinkCentre M700 10H desktop computers

11.7 Discussion and possible action by the City Council pertaining to Page Utility Enterprises Rates, Fees and Charges-Resolution 1168-16

11.8 Discussion and possible action by the City Council pertaining to updating Page Public Library policies

12. BID AWARDS

12.1 Discussion and possible action by the City Council pertaining to an award of bid #209 Powell Substation PME-10 Padmount Switchgear for the Page Utility Enterprises

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

Discussion and possible action by the City Council pertaining to City Manager, Crystal Dyches evaluation

EXECUTIVE SESSION
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City Clerk, Kim Larson's Evaluation

Discussion and possible action by the City Council pertaining to City Clerk, Kim Larson's evaluation

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 Community Center Advisory Board

18. DEPARTMENTS
None scheduled

19. CLAIMS
None

ADJOURN

FOR YOUR INFORMATION
Next Regular Meeting Wednesday, October 12, 2016, 6:30 p.m.

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

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

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of September, 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 September, 2016.

CITY OF PAGE

By: _____
CITY CLERK'S OFFICE

To view City Council's

2016/2017 Strategic Priorities

and

Individual Priorities,

please visit our website at

cityofpage.org/government/councilpriorities

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

Thank you

PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
SEPTEMBER 14, 2016

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on September 14, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan (arrived at 5:35), Scott Sadler, Levi Tappan (arrived at 5:44), Korey Seyler (arrived at 5:43), and Dennis Warner were present

Mayor Diak called the meeting to order.

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

Discussion by the City Council pertaining to a draft Code of Ordinances from American Legal and proposed change

The Page City Code (Code of Ordinance) has been codified in-house by the City Clerk Office, and staff made a decision to use a company that specialized in code codification. After vetting several companies, it was decided to use American Legal Publishing Corporation.

In December 2015, the City Clerk forwarded the existing City Code, excluding the Zoning Code, to American Legal for review. In February 2016 American Legal Publishing Corporation returned a DRAFT copy of the City Code for review.

A copy of the DRAFT Code of Ordinance, with suggested changes, was included in the City Council Work Session packet.

City Manager Crystal Dyches presented the agenda item. City Attorney Josh Smith, and City Clerk Kim Larson, were available to answer questions.

The suggested changes included housekeeping items that do not require an ordinance, and substantive changes that would require City Council to pass an ordinance to codify the City Code.

There were questions and discussion by the City Council pertaining to the DRAFT Code of Ordinance.

It was determined that there were the following items that would need further review or discussion:

33.22 CITY MARSHAL
32.036 MANNER OF SALE OF REAL PROPERTY
93.04 PERMITS

It was noted that the Floodplain Management Ordinance for the City of Page was not previously codified into the City Code, but that it was sent to American Legal Publishing Corporation to be codified into the City Code.

An additional Work Session will be scheduled to complete the review.

The meeting was adjourned at 5:28 p.m.

Kim Larson City Clerk	William R. Diak Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Work Session Meeting, held on the 14th day of September, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28th day of September, 2016

Kim Larson, City Clerk

PAGE CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 14, 2016

A Regular Meeting of the Page City Council was held at 6:35 p.m. on September 14, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. There was a moment of meditation. Councilor Warner led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

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

PRIORITY LIST

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

There was no discussion by the City Council.

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

There was no discussion by the City Council.

MINUTES

Regular City Council Meeting-August 31, 2016

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

CONSENT AGENDA

MINUTES

Planning and Zoning Commission-August 2, 2016

INFORMATION

Surplus property auction

New Airport Hangar Lease

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

PUBLIC HEARINGS

Arizona Department of Liquor Licenses and Control Application for Acquisition of Control for Danny Roy Thomas / Into the Grand L.L.C.

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

Proponents
None

Opponents
None

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

HEAR FROM THE CITIZENS
Karen Dallett, Executive Director of the Glen Canyon Natural History Association came before City Council and requested that they review the Dark Skies initiative for the City of Page. She then stated that there would be a second annual dark skies event at Navajo Bridge Interpretive Center, in Marble Canyon, on October 21-22, 2016.

UNFINISHED BUSINESS
None scheduled

NEW BUSINESS
Discussion and possible action by the City Council pertaining to an Arizona Liquor Licenses and Control Application for Acquisition of Control for Danny Roy Thomas / Into the Grand L.L.C.
The City Clerk's Office received an application for Acquisition of Control from the Arizona Department of Liquor Licenses and Control for Danny Roy Thomas / Into the Grand, L.L.C.

As required by Arizona Revised Statutes the public hearing was held during an earlier portion of this meeting.

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

Motion made by Councilor Warner to approve the Acquisition of Control of Liquor License for Danny Roy Thomas / Into the Grand, L.L.C. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to the canvass of the August 30, 2016 Primary Election
Pursuant to ARS §16-642(A), the City Council shall meet to canvass the votes of the August 30, 2016 Primary Election.

Page City Council Regular Meeting-September 14, 2016

The final results of the August 30, 2016 Primary Election are as follows:

MAYOR – CITY OF PAGE	Total	
Number of Precincts	4	
Precincts Reporting	4	100%
Times Counted	937-3465	27%
Total Votes	895	
DIAK, BILL	549	61.34%
JONES, JON	345	38.55%
Write-in Votes	1	.11%

COUNCILMEMBER – CITY OF PAGE	TOTAL	
Number of Precincts	4	
Precincts Reporting	4	100%
Times Counted	937-3465	27%
Total Votes	1794	
KOCJAN, JOHN	554	30.88%
SADLER, SCOTT	639	35.62%
SEYLER, KOREY	568	31.66%
Write-in Votes	33	1.84%

Motion made by Vice Mayor Kocjan to accept the canvass of the August 30, 2016 Primary Election. The motion was duly seconded and passed upon a vote.

BID AWARDS
None scheduled

BUSINESS FROM THE MAYOR
None scheduled

BUSINESS FROM THE MANAGER
None scheduled

BUSINESS FROM THE CITY ATTORNEY
None scheduled

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

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

Councilor Warner, Parks and Recreation Advisory Board, stated that he was not present at the last Board meeting, however a draft of the Page City-wide Parks Master Plan was given to the Board. He will find out more information and provide an update to the City Council.

Councilor Tappan, Community Center Advisory Board, stated that there was a vacancy on the Board.

Discussion and possible action by the City Council pertaining to an appointment to the Substance Abuse Task Force

Due to the resignation of Bunny Cochran from the Substance Abuse Task Force there was one (1) vacancy. The City of Page received one (1) Board Application from Larry D. Clark, Sr.

Motion made by Councilor Sadler to appoint Larry D. Clark, Sr. to the Substance Abuse Task Force with a term ending June 2017. The motion was duly seconded and passed upon a vote.

DEPARTMENTS

None scheduled

CLAIMS

None scheduled

BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION

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

City Manager, Crystal Dyches Evaluation

Motion made by Councilor Sadler to enter into Executive Session at 6:57 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak reconvened the Regular City Council Meeting at 8:27 p.m.

Discussion and possible action by the City Council pertaining to City Manager, Crystal

Dyches

There was no discussion by the City Council.

ADJOURN
The meeting was adjourned at 8:28 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

CERTIFICATION

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Mayor Diak called the meeting to order.

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

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MINUTES

Regular City Council Meeting-August 31, 2016

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

CONSENT AGENDA

MINUTES

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BUSINESS FROM THE MAYOR
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BUSINESS FROM THE MANAGER
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BUSINESS FROM THE CITY ATTORNEY
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DEPARTMENTS

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CLAIMS

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BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION

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Kim L. Larson
City Clerk

William R. Diak
Mayor

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Dated this 28th day of September, 2016

Kim Larson, City Clerk

PAGE COMMUNITY CENTER BOARD
REGULAR MEETING MINUTES

July 6, 2016

The regular meeting of the Page Community Center Board was held at the Page Community Center in Page, Arizona on Wednesday, July 6, 2016. Board members President Dele Fischer, Vice President Francine Hoover, Secretary Dawn Duggins, and, Trina Kaltmaier were present. City Council Liaison, Levi Tappan was absent.

Staff present: Director Debbie Winlock

Guests: Ron Hoover

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

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

MINUTES

Community Center Board Regular Meeting Minutes of May, 2016

A motion was made by Member Kaltmaier to approve the minutes. The motion was duly seconded and passed upon a vote.

HEAR FROM THE CITIZENS

None

UNFINISHED BUSINESS

Report on the status of the grant for the Double Doors

No action to be reported.

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

A trip to the Grand Canyon is planned for July and a trip to Kanab for Western Legends for August.

Discussion was held about a possible Dinner Cruise in September aboard the Canyon Princess.

Report from Councilman Tappan as to the status of Council approval for Bingo with prizes at the Center

Member Kaltmaier has filled out all the forms for the State for Bingo. Director Winlock will take it from there.

Report from Councilman Tappan pertaining to acquiring more handicap parking at the Center and the resurfacing of the parking lot.

Since Councilman Tappan was absent, this item was tabled. Possibly a report will be emailed to the Board members at a later date.

Report pertaining to the vacancy on the Board

A few applications have been picked up, but none have been turned in.

Discussion and possible action by the Board pertaining to Medical Equipment policies

Discussion was held. Director Winlock will write up some policies incorporating the Board's ideas. The policy will be further discussed and voted on at the next meeting.

NEW BUSINESS

Discussion and possible action by the Board pertaining to getting a grant for transportation locally and to Flagstaff and St. George for medical appointments and shopping for seniors

Director Winlock will look into the possibility of obtaining a grant.

Discussion and possible action by the Board pertaining to the Community Center Bylaws Update

The Bylaws are still in process.

Discussion and possible action by the Board pertaining to the problem of the lack of proper supervision of young children in the Center

Director Winlock will look into the situation and take care of it.

Next meeting date: Wednesday, September 7, 2016

ADJOURN: A motion was made by Member Hoover to adjourn the meeting at 6:10 p.m. The motion was seconded and passed upon a vote.

Dele Fischer, President

Dawn Duggins, Secretary

PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
August 1, 2016

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:30 p.m. on August 1, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

1. CALL TO ORDER

Chair Brian Carey called the meeting to order at 5:40 p.m.

2. ROLL CALL

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

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

3. MINUTES- Special Meeting July 18, 2016

Motion made by Steve Mongrain to approved the minutes. The motion was duly seconded by Paul Ostapuk and passed upon a unanimous vote.

4. HEAR FROM THE CITIZENS

None.

5. UNFINISHED BUSINESS

A. Discussion and Possible Action-Park Master Plan Trails

Leslie Dornfeld from Plan*et and Justin Azevido (Coffman Studio) attended by telephone.

The board reviewed the guidelines for the Trails Master Plan Draft.
The board made clarifications according to City ordinance as to where OHV access is permitted.

B. Discussion and Possible Action-Park Master Plan Goals and Objectives

Leslie Dornfeld from Plan*et attended by telephone.

The board completed the review of the goals, strategies and actions after reviewing page by page suggesting corrections and additions that Leslie Dornfeld from Plan*et will make. There was an emphasis made by the board and Plan*et towards the maintenance of the parks. Importance was stressed that programs, management and maintenance of parks should be under a single entity.

There was a consensus of the board to continue the discussion and remaining agenda items (other than the meeting date) to the next meeting on September 12, 2016.

6. NEW BUSINESS

A. Discussion and Possible Action-League Fees
B. Discussion and Possible Action-Recreation Refund Policy
C. Discussion and Possible Action-Preliminary Budget Parks and Recreation Items
D. Discussion and Possible Action-Rim Trail Committee
E. Discussion-Next Meeting Date/s (September Labor Day Holiday)

The consensus of the board was to change the next meeting date to Monday, September 12, 2016.

ADJOURN

Motion made by Steve Mongrain to adjourn the meeting at 8:40 p.m. The motion was duly seconded by Paul Ostapuk and passed upon a unanimous vote.

Robin Crowther
Planning and Zoning Director

Brian Carey
Chair

PAGE UTILITY ENTERPRISES
REGULAR BOARD MEETING
August 9, 2016

CALL TO ORDER: The regular meeting of the Page Utility Board was called to order at 5:30 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, Shayne Jones, Ken Sichi, and Council Liaison / Vice Mayor John Kocjan.

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

Also present was City Attorney, Joshua Smith.

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

ELECTION OF OFFICERS: Motion by S. Jones, seconded by J. Jones, to retain the current slate of officers as follows:

Chairman:	Rick Yanke
Vice Chairman:	Jeff Jones
Secretary:	Ken Sichi
Treasurer:	Tony Ferrando
Parliamentarian:	Shayne Jones

The motion carried unanimously.

APPROVAL OF MINUTES: The July 19, 2016 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by S. Jones.

HEAR FROM THE CITIZENS: None.

UNFINISHED BUSINESS: None.

At this time, Chairman Yanke rearranged the agenda to discuss the WWTP Headworks Project next in order to accommodate Matt Wood.

NEW BUSINESS: Discussion/Possible Action – WWTP Headworks Project: The City of Prescott recently completed an expansion of their Airport Wastewater Treatment Plant. A new headworks was included in that expansion. The Prescott City Council has declared their wastewater treatment headworks equipment as surplus. The City of Prescott has been given a quote of $38,000 to remove/demolish this personal property and has offered this equipment to PUE.

Fann Environmental, through our Job Order Contract, is familiar with the poor condition of PUE's WWTP Headworks and as such is extending an opportunity for PUE to save a considerable amount of money in the design and installation of a new headworks facility.

If the City of Prescott Transaction Agreement is approved, PUE would assume all actual costs associated with removal of the personal property, either directly or through the subcontractor.

Fann Environmental offered a proposal for the design-build of a new headworks facility for the wastewater treatment plant using the equipment removed from the City of Prescott site.

Motion by S. Jones, seconded by J. Jones, to approve the Transaction Agreement with the City of Prescott for the wastewater treatment headworks equipment.

The motion carried unanimously.

Motion by S. Jones, seconded by J. Jones to authorize Bryan to sign the work authorization for the Job Order Contract with Fann Environmental in the amount of $38,000 for the demolition of the headworks and removal to Page.

The motion carried unanimously.

Matt Wood left the meeting at 6:05 p.m.

Discussion/Possible Action – AZ Power Authority Power Sales Contract: Motion by Chairman Yanke, seconded by S. Jones, to approve the final Power Sales Contract with the Arizona Power Authority for the purchase and sale of Hoover Capacity and Hoover Energy and request adoption and approval by Page City Council.

The motion carried with a unanimous vote.

Discussion/Possible Action – Bid #210 Annual Wire Bid: Motion by S. Jones and second by Ferrando to award Bid #210 to Codale Electric Supply for 1/0, 4/0 and 500 MCM primary distribution cable.

The motion carried with a unanimous vote.

Discussion/Possible Action – Performance Stipends: Motion by S. Jones, seconded by Sichi to approve the recommendations of management.

The motion carried unanimously.

REPORTS:

General Manager's Reports: Bryan briefly reviewed the July reports.

Financial Report: Catherine presented the June financials.

Committee Reports: None.

Chairman's Report: None.

ANOUNCEMENTS: **The next meeting will be September 13, 2016.**

ADJOURNMENT: **With no further business, Chairman Yanke adjourned the meeting at 7:08 p.m.**

APPROVED:

Chairman, Page Utility Enterprises Board

PROCLAMATION

"Arizona Pollution Prevention P2 Week"

WHEREAS, *Arizonans take great pride in the natural wonders, culture and heritage of our State and support innovative, modern economy that attracts and rewards environmentally responsible economic growth for our communities and our visitors; and*

WHEREAS, *science-based, knowledge-driven, pollution prevention programs benefit the health and safety of Arizona's children, public, workforce, and environment; and*

WHEREAS, *pollution prevention benefits and protects the quality of our air, water and land, and fosters water conservation, energy efficiency and other best practices that elevate our standard of living; and*

WHEREAS, *Arizona has maintained an active Pollution Prevention Program for 25 years and continues to support National Pollution Prevention Week reducing Arizona facilities' hazardous waste generation and toxic chemical use with operational and process improvements; and*

WHEREAS, *reducing waste at the source, reusing materials and recycling, improves operational efficiency, saves businesses and taxpayers money and conserves Arizona's natural resources for future generations; and*

WHEREAS, *focusing attention on how pollution prevention enhances efficiency and innovation will better position the State of Arizona to meet the challenges of global economic competitiveness;*

NOW, THEREFORE*, the Mayor and City Council of the City of Page, do hereby proclaim September 18-24, 2016 as*

****ARIZONA POLLUTION PREVENTION WEEK****

and further urge all state agencies, businesses and citizens of Arizona to continue fostering pollution prevention for the benefit of our economy, community and environment.

Dated this 28th day of September, 2016

_____

William R. Diak, Mayor

ATTEST:

_____

Kim L. Larson, City Clerk

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

TO FOLLOW

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title	**2016 Fire Week Prevention Proclamation**		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business X New Business ☐ Other _____	**Action:**	X Motion ☐ Resolution ☐ Ordinance
Originating Department:	Page Fire Department	**Supporting Documents:**	Mayor's Proclamation
Prepared By:	Jeff Reed, Fire Chief	**Presented By:**	
Reviewed By:		**Approved By:**	
Proposed Action:	Motion to declare the week of October 9-15th, 2016 as Fire Prevention Week.		

BACKGROUND: Fire Prevention Week was established to commemorate the Great Chicago Fire, the tragic 1871 conflagration that killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres. The fire began on October 8, but continued into and did most of its damage on October 9, 1871.

1920, President Woodrow Wilson issued the first National Fire Prevention Day proclamation, and since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9 falls. According to the National Archives and Records Administration's Library Information Center, Fire Prevention Week is the longest running public health and safety observance on record. The President of the United States has signed a proclamation proclaiming a national observance during that week every year since 1925.

Today we acknowledge and celebrate the men and women working in fire service through this proclamation and we declared Fire Prevention Week 2016.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

I move to declare the week of October 9-15th, 2016 as Fire Prevention Week 2016.

Proclamation
Fire Prevention Week

WHEREAS, the City of Page, Arizona is committed to ensuring the safety and security of all those living in and visiting Page; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at the greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,560 civilian deaths in 2015;

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm;

WHEREAS, Page's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Page's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait- Check the Date / Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW THEREFORE, the Mayor and City Council of the City of Page, do hereby proclaim October 9th-15th, 2016, as Fire Prevention Week throughout this City, and urge all the people of the City of Page to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the many public safety activities and efforts of Page's fire and emergency services during Fire Prevention Week 2016.

Dated this 28th day of September, 2016

_____

William R. Diak, Mayor

ATTEST:

_____

Kim L. Larson, City Clerk

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title	**Stryker Power Gurney**		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business X New Business ☐ Other _____	**Action:**	X Motion ☐ Resolution ☐ Ordinance
Originating Department:	Page Fire Department	**Supporting Documents:**	Stryker Quote
Prepared By:	Jeff Reed, Fire Chief	**Presented By:**	Crystal Prentice, City Manager
Reviewed By:		**Approved By:**	
Proposed Action:	Motion to approve the purchase of a Stryker Power Gurney for the Page Fire Department		

BACKGROUND:
The Page Fire Departments Capital Outlay - Equipment budget was approved this fiscal year to purchase a power gurney. PFD would like to request approval to purchase a Stryker Power-Pro XT Gurney.

The Stryker Power-Pro XT is the exact same gurney our department purchased in 2014 for Medic 10 therefore our staff is already completely familiar with the gurney and can maneuver it during emergency situations without any hesitation. This gurney has proven to be reliable and is made of high quality materials.

This equipment is vital for responding to emergency medical calls. It lessens the chance for injury to our staff when they are lifting heavy patients. PFD currently has two active ambulances that are not equipped with a power gurney.

BUDGET IMPACT: 20,174.66

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:
I move to authorize the purchase of a Stryker Power-Pro XT Gurney for the Page Fire Department in the amount of $20,174.66.

stryker®

Comprehensive Quotation

Sales Account Manager
April Espinoza
april.espinoza@stryker.com
1-800-327-0770
Fax: 602-801-2628

Remit to:
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1123259
PAGE FIRE DEPT
808 COPPERMINE RD
CITY OF PAGE
PAGE, AZ 86040

Shipping Address
1123259
PAGE FIRE DEPT
808 COPPERMINE RD
CITY OF PAGE
PAGE, AZ 86040

Billing Address
1060532
PAGE FIRE DEPT
PO BOX 1180
PAGE, AZ 86040

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5120727	09/13/2016	QUOTE		STANDARD QUOTE

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	$15,916.81	$15,916.81	
		Options				
	1	Power-PRO XT	6506000000	$12,302.29	$12,302.29	
	1	XPS Option	6506040000	$1,567.02	$1,567.02	
	1	Knee-Gatch/Trendelenburg	6500082000	$624.78	$624.78	
	1	Steer Lock Option	6506038000	$599.82	$599.82	
	1	3 Stage IV Pole PR Option	6500315000	$269.10	$269.10	
	1	Fowler O2 Bottle Holder	6500241000	$203.58	$203.58	
	1	Pocketed Back Rest Pouch	6500130000	$202.02	$202.02	
	1	Head End Storage Flat	6500128000	$107.64	$107.64	
	1	Equipment Hook	6500147000	$40.56	$40.56	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	No Runner/HE O2	0054200994			
	1	Non Power-Load Compatible	6506029000			
	1	No HE Section O2 Bottle	6506036000			
	1	English Manual	6506500000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	Long Hook	6060036018			
	1	XPS Knee Gatch Bolster Matrss	6500003130			
	1	3 YR X-Frame Powertrain Wrnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
2.00	1	Protect Power Cot - 7 Year	77105001	$2,889.00	$2,889.00	

Note:

Product Total	$18,805.81
Freight	$0.00
Tax	$1,368.85
Total Incl Tax & Freight	**$20,174.66**

☐ Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.
Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.
Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Arizona Mutual Aid Compact		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business X New Business ☐ Other _____	**Action:**	X Motion ☐ Resolution ☐ Ordinance
Originating Department:	Page Fire Department	**Supporting Documents:**	Mutual Aid Compact
Prepared By:	Jeff Reed, Fire Chief	**Presented By:**	Crystal Prentice, City Manager
Reviewed By:	J. Smith, City Attorney	**Approved By:**	
Proposed Action:	Motion to accept the attached Arizona Mutual Aid Compact		

BACKGROUND:
The State of Arizona Mutual Aid Compact enables participating jurisdictions to share resources in the form of personnel, equipment, materials and other associated services during emergency situations. Participating parties may request reimbursement for the services provided. The primary objective is to deploy rapid emergency support to participating agencies. A signed agreement does not guarantee the City of Page emergency assistance nor does it obligate our resources but it does provide a tool for use should a need arise.

The lifespan for this compact is typically 10 years. Attached is the most recent revised version: the 2014 Arizona Mutual Aid Compact.

BUDGET IMPACT: None

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:
I move to authorize the City Manager to execute all documents pertaining to the State of Arizona Mutual Aid Compact.

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency** or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. Guiding Policy.

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. Procedures for Requesting Assistance.

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers" Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:
This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

_____ _____
(Signing Authority) Date

ATTEST: _____ _____
(Attesting Authority) Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

_____ 9/20/16
(Attorney) Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC)

EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- ☐ Fuel
- ☐ Maintenance
- ☐ Meals
- ☐ Lodging
- ☐ Operator(s)
- ☐ Power
- ☐ Water
- ☐ Transporter

Mission

Special Instructions

Request Forwarded to

Contact Name Organization/Agency Vendor Date/Time of Submission

Request Approved by _____ **Date** _____

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC)

EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost _____

Providing Party Agency Representative Signature and Date

_____ _____

Representative Name and Title (Print) Signature & Date

Requesting Party Agency Representative Signature and Date

_____ _____

Representative Name and Title (Print) Signature & Date

Appendix B

ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC)
USE OF A CONTRACTOR

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

Insurance Requirements for Governmental Parties:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

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

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

2. Business Automobile Liability

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

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

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

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

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

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

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

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

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

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

G. Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

State of Arizona Mutual Aid Compact (AZMAC)
Frequently Asked Questions

GENERAL ADMINISTRATION

What is latest version of the Arizona Mutual Aid Compact?
The most recent version of the Arizona Mutual Aid Compact is dated Oct.1, 2014.

What Arizona Revised Statue (ARS) Governs The Arizona Mutual Aid Compact?
ARS 26-308 and ARS 26.309

Do Arizona Revised Statutes require the filing of a completed, signed and filed Arizona Mutual Aid Compact with the Arizona Secretary of State?
No. In November 2009, ARS 11-952 was amended, and the requirement that intergovernmental agreements be filed with the Arizona Secretary of State was removed. Once a jurisdiction approves the Arizona Mutual Aid Compact, the filing authority is the Director of the Arizona Department of Emergency and Military Affairs (DEMA).

How long does the Arizona Mutual Aid Compact stay in force upon filing with the Arizona Department of Emergency and Military Affairs (DEMA)?
The compact, upon mutual consent of the parties concerned, may be extended for a period of time not to exceed 10 years. (see paragraph 14 of AZMAC for extensions)

PURPOSE & PARTICIPATION GUIDELINES

What is the purpose of the Arizona Mutual Aid Compact?
The Arizona Mutual Aid Compact enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources the supporting party provided.

What are the benefits of participating in the Arizona Mutual Aid Compact?
Mutual aid agreements provide a mechanism to agencies, organizations and jurisdictions to quickly obtain emergency assistance in the form of personnel, equipment, materials and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, but rather provides a tool for use should the incident dictate a need.

Who may participate in the Arizona Mutual Aid Compact?
Any political subdivision, including counties; incorporated cities and towns; public education districts; irrigation, power, electrical, agricultural improvement, drainage and flood control districts; fire districts; and other tax levying public improvement districts. Additionally, all federally-recognized tribal nations and communities may participate.

Can non-governmental entities such as nonprofit agencies and other non-tax levying organizations participate in the Arizona Mutual Aid Compact?
No, only political subdivisions, federally-recognized tribal nations or other tax-levying organizations may participate in the Arizona Mutual Aid Compact.

State of Arizona Mutual Aid Compact (AZMAC)
Frequently Asked Questions

Are other state agencies required to participate in the Arizona Mutual Aid Compact?
No, the Arizona Department of Emergency and Military Affairs (DEMA) signed on to the Arizona Mutual Aid Compact on Dec. 2, 2014. In the event another state agency requires mutual aid assistance, such aid will be requested, coordinated and approved by DEMA.

Example: If the Arizona Department of Health Services (Requesting Party) requests mutual aid from the Arizona Department of Agriculture (Providing Party) via the Arizona Mutual Aid Compact, all resources, personnel and material provided would be reimbursed to the Department of Emergency and Military Affairs (DEMA) who would reimburse the Arizona Department of Health Services.

If a jurisdiction wants to terminate their participation in the Arizona Mutual Aid Compact, what is required to do so?
Any party may, by resolution of its governing body, terminate its participation in the Arizona Mutual Aid Compact. The jurisdiction must file a copy of the resolution with the Director of the Arizona Department of Emergency and Military Affairs (DEMA). Notice of termination will be given to the DEMA Director 20 days prior to termination.

PROCEDURES AND REIMBURSEMENT

What are the procedures for requesting assistance under the Arizona Mutual Aid Compact?
A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party that is signatory to the Arizona Mutual Aid Compact. (see paragraph 5 of AZMAC for further details)

Are signatories to the Arizona Mutual Aid Compact required to render assistance if requested by the requesting jurisdiction?
No. The Providing Party shall provide mutual aid as it is able, taking into account its own service needs and existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish the Requesting Party pursuant to this Compact.

How does reimbursement occur for services/resources provided by the Providing Party and the Requesting Party in accordance with the Arizona Mutual Aid Compact if the emergency event was not a state or federally declared emergency?
If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, regardless of whether an incident has been declared an emergency. The Providing Party shall submit a request for payment with documentation of actual expenses to the Requesting Party (see paragraphs 9 and 10 of AZMAC for specific details).

State of Arizona Mutual Aid Compact (AZMAC)
Frequently Asked Questions

Can a Requesting Party request reimbursement from the State of Arizona for the cost of mutual aid resources reimbursed to any Providing Parties under the Arizona Mutual Aid Compact?

Yes, as long as the Governor and/or President have declared the event an emergency. If a tribal nation is the Requesting Party, it would need to seek reimbursement from FEMA under a Presidential Declaration. If a tribal nation is the Providing Party, it would seek reimbursement from the Requesting Party in accordance with paragraph 9 of the Arizona Mutual Aid Compact.

Can jurisdictions that are signatories to the Arizona Mutual Aid Compact be reimbursed for self deployed resources?

No. In accordance with the Arizona Mutual Aid Compact, jurisdictions can only be reimbursed for resources mutually agreed upon between the Providing Party and the Requesting Party.

Who maintains supervision and control of the Providing Party resources and personnel under the Arizona Mutual Aid Compact?

Command and control of Providing Party personnel and resources remains with the Providing Party leadership structure. Operational Control of Providing Party personnel and resources is transferred to the jurisdiction in which the emergency occurred or with the Requesting Party.

TRIBAL NATIONS

If a tribal nation requests or provides mutual aid under the Arizona Mutual Aid Compact how does reimbursement occur for resources provided.

It depends on the political subdivision or jurisdiction involved.

Example 1: If a tribal nation provides mutual aid to a jurisdiction other than a state agency, reimbursement comes directly from the Requesting Party. If a Providing Party other than a state agency provides mutual aid to a tribal nation (Requesting Party), reimbursement comes directly from the tribal nation.

Example 2: If a tribal nation provides mutual aid to a state agency (Requesting Party), the state agency would reimburse the Arizona Department of Emergency and Military Affairs (DEMA) who would then reimburse the tribal nation. If a state agency provides mutual aid to a tribal nation (Requesting Party), the tribal nation would reimburse DEMA who would then reimburse the state agency.

FILING REQUIREMENTS

What will occur after you file your completed Arizona Mutual Aid Compact?

Upon the Arizona Mutual Aid Coordinator receiving your completed compact, it will be reviewed and forwarded to the Director of the Arizona Department of Emergency and Military Affairs (DEMA) for final approval and filing. The original copy of the compact will be given a file number and mailed back to the primary point of contact listed on Appendix B of the Compact. A copy of your approved compact will be kept on file with the Arizona Mutual Aid Coordinator and the DEMA Division of Emergency Management. Additionally, DEMA will update their website to reflect your jurisdiction as a signatory on the Arizona Mutual Aid Compact.

What are the requirements for filing your Arizona Mutual Aid Compact?

Ensure that the compact is signed, dated and attested to by the authorizing executive in your jurisdiction, and that it is also signed and dated by your jurisdictions legal representative on page 10. Ensure you include the appropriate resolution or proclamation by the governing body of the jurisdiction. Include Appendix B, the Point of Contact form on page 13 with the jurisdiction contact information. Send an original completed copy to:

Arizona Department of Emergency and Military Affairs
ATTN: Mutual Aid Coordinator
5636 E. McDowell Rd
Phoenix, AZ 85008

Who should I contact if I have a question or concern about the Arizona Mutual Aid Compact?

Any questions or concerns not covered in this FAQ should be addressed to the following.

Arizona Department of Emergency and Military Affairs
ATTN: Arizona Mutual Aid Coordinator
5636 E. McDowell Rd
Phoenix, AZ 85008
(602) 464-6305 | azmac@azdema.gov

Arizona Mutual Aid Compact
(AZMAC)

Date posted: March 8, 2016

STATE OF ARIZONA ✓

COUNTIES

Apache County	✓	Greenlee County	✓	Pima County	✓
Cochise County	✓	La Paz County	✓	Pinal County	✓
Coconino County	✓	Maricopa County	✓	Santa Cruz County	✓
Gila County	✓	Mohave County	✓	Yavapai County	✓
Graham County	✓	Navajo County	✓	Yuma County	✓

TRIBES

Ak-Chin Indian Community		Hualapai Tribe		The Hopi Tribe	
Cocopah Tribe	✓	Kaibab Paiute Tribe		Tohono O'odham Nation	✓
Colorado River Indian Tribes		Navajo Nation		Tonto Apache Tribe	
Fort McDowell Yavapai Nation		Pasqua Yaqui Tribe	✓	White Mountain Apache Tribe	
Fort Mojave Indian Tribe		Pueblo of Zuni Tribe		Yavapai-Apache Nation	
Fort Yuma Quechan Tribe		Salt River Pima-Maricopa Indian Community	✓	Yavapai-Prescott Indian Tribe	
Gila River Indian Community		San Carlos Apache Tribe			
Havasupai Tribe		San Juan Southern Paiute			

✓ *Signatories*

Arizona Mutual Aid Compact

CITIES/TOWNS

Apache Junction, City of
Avondale, City of
Benson, City of
Bisbee, City of
Buckeye, City of ✓
Bullhead City, City of
Camp Verde, Town of
Carefree, Town of ✓
Casa Grande, City of
Cave Creek, Town of
Chandler, City of
Chino Valley, Town of
Clarkdale, Town of
Clifton, Town of ✓
Colorado City, Town of
Coolidge, City of
Cottonwood, City of

Douglas, City of
Duncan, City of
Eagar, Town of ✓
El Mirage, City of
Eloy, Town of
Flagstaff, City of
Florence, Town of
Fountain Hills, Town of
Fredonia, Town of
Gila Bend, Town of
Gilbert, Town of ✓
Glendale, City of ✓
Globe, City of
Goodyear, City of ✓
Grand Canyon
Guadalupe, Town of
Hayden, Town of

Holbrook, City of ✓
Huachuca City, Town of
Jerome, Town of
Kearny, Town of
Kingman, City of
Lake Havasu City
Litchfield Park, City of ✓
Mammoth, Town of
Marana, Town of ✓
Maricopa, City of
Mesa, City of
Miami, Town of
Mohave Valley
Nogales, City of
Oro Valley, Town of ✓
Page, City of
Paradise Valley

Arizona Mutual Aid Compact

CITIES/TOWNS

Parker, Town of		Scottsdale, City of	✓	Thatcher, Town of	✓
Patagonia, Town of		Sedona, City of		Tolleson, City of	
Payson, Town of		Show Low, City of	✓	Tombstone, City of	
Peoria, City of	✓	Sierra Vista, City of		Tucson, City of South	✓
Phoenix, City of		Snowflake, Town of	✓	Wellton, Town of	
Pima, Town of	✓	Somerton, City of		Wickenburg, Town of	✓
Pinetop-Lakeside, Town of		South Tucson, City of		Willcox, City of	
Prescott Valley, Town of		Springerville, Town of	✓	Williams, City of	
Prescott, City of		St. Johns, City of	✓	Winkelman, Town of	
Quartzsite, Town of		Star Valley		Winslow, City of	✓
Queen Creek, Town of	✓	Superior, Town of	✓	Wittman, Town of	
Safford, City of		Surprise, City of		Youngtown, Town of	
Sahuarita, Town of		Taylor, Town of	✓	Yuma, City of	
San Luis, City of		Tempe, City of	✓		

Arizona Mutual Aid Compact

OTHER JURISDICTIONS

Alpine Elementary Sch District #7	✓	Fry Fire District	✓	Pine Lake Fire District	✓
Apache Junction Fire District		Green Valley Fire District	✓	Queen Valley Fire District	
Arizona City Fire District		Golden Valley Fire District		Rincon Valley Fire District	✓
Avra Valley Fire District	✓	Golder Rance Fire District	✓	Rio Verde Fire District	✓
Buckeye Union High School District	✓	Higley Unified School District #60		Round Valley Unified School District #10	✓
Bullhead City Fire District		Lake Havasu School District	✓	Saddle Mountain Unified Sch District	✓
Christopher Kohl's Fire District		Linden Fire District		San Manuel Fire Department	
Clarkdale Fire District		Maricopa Unified School District #20	✓	Sedona Fire District	
Colorado City Fire District	✓	Mohave Valley Elementary School District	✓	St. John's Unified Sch District	✓
Crown King Fire District		Mohave Valley Fire District		Sun City Fire District	
Daisy Mountain Fire District		Mt. Lemon Fire District	✓	Sun City West Fire District	
Drexel Heights Fire District	✓	Mountain Vista Fire District	✓	Tonopah Valley Fire District	✓
Eloy Fire District		Northern AZ Consolidated Fire District #1	✓	Verde Valley Fire District	
Fort Mohave Mesa Fire District		Northwest Fire District	✓	Vernon Elem Sch District #9	✓

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Navajo Wall transactions		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☒ New Business ☐ Other _____	**Action:**	☐ Motion ☒ Resolution ☐ Ordinance
Originating Department:	City Manager	**Supporting Documents:**	Resolution, Example Agreement and Deed
Prepared By:	City Attorney	**Presented By:**	City Attorney
Reviewed By:		**Approved By:**	
Proposed Action:	Adoption of Resolution/Approval of Agreements, Deeds and Lot Boundary Adjustments		

BACKGROUND: In or around 1978, the City constructed a wood fence along North Navajo Dr. between City Property and the several adjacent property owners. The wood fence deteriorated and was replaced with a precast concrete wall. The City determined that the best location for the concrete wall was along the edge of the sidewalk, thus leaving approximately 15 feet of City Property on the backside of the concrete wall, between the concrete wall and the Adjacent Property, which the City would be required to maintain.

In order to avoid a situation where the City would own property on the back side of the wall and be required to maintain that property, the City can vacate a portion of the roadway, transfer the City property to the adjacent property owners, and adjust the adjacent lot boundaries. In exchange, the City would be provided with an additional and/or extended Utility Easement over the abandoned property.

The adjacent property owners have signed a Real Estate Transfer and Easement Agreement. The City will provide a Quitclaim Deed for the City Property reserving a Utility Easement across the deeded property.

Section 3-5-4, Page City Code, provides that the City may exchange any real property by resolution of the City Council and A.R.S. 28-7205 allows for a city to vacate a portion of a roadway by resolution. If the Council determines that certain considerations mean the property to be exchanged are of equal value, it is not necessary to obtain an appraisal. Taking into account the inability of the City to use the City property for any meaningful purpose, the difficulties and expense of maintaining City property behind the concrete wall, the grant of a utility easement to the City by the adjacent property owners, and the expense of obtaining appraisals for the slivers of property relative to their size and value, staff believes that the Council could determine that the exchanged property is of equal value.

The attached Resolution provides for authorization to sign the agreements, vacate a portion of the roadway, sign the deeds with the reservation of the utility easement, and authorizes the lot boundary adjustments.

STAFF RECOMMENDATION:

- **I move to introduce Resolution 1167-16 by title only**
- **I move to adopt Resolution 1167-16**

RESOLUTION NO. 1167-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE EXCHANGE OF REAL PROPERTY OWNED BY THE CITY OF PAGE FOR A UTILITY EASEMENT; VACATING THE PORTION OF A ROADWAY; APPROVING THE REAL ESTATE TRANSFER AND EASEMENT AGREEMENTS; APPROVING THE QUIT CLAIM DEEDS WITH RESERVATION OF UTILITY EASEMENTS AND THE LOT BOUNDARY ADJUSTMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ASSOCIATED DOCUMENTS.

WHEREAS, Section 3-5-4, Page City Code, provides that the City of Page ("City") may exchange any real property by resolution of the City Council; and

WHEREAS, A.R.S. 28-7205 allows for a city to vacate a portion of a roadway by resolution; and

WHEREAS, the City may have an ownership interest in a public roadway presently located generally along the east side of N. Navajo Dr., between Aero Ave. and 10th Street, within the City of Page, Coconino County, Arizona, which is part of the 44' from centerline right-of-way of N. Navajo Dr. ("City Property"); and

WHEREAS, various property owners are the owners of record of certain real property ("Adjacent Property") which is adjacent to the City Property and upon which there exists a 16' public utility easement from the property line adjacent to the City Property; and

WHEREAS, in or around 1978, the City constructed a non-permanent wood structure fence between the City Property and the Adjacent Property; and

WHEREAS, the wood fence has deteriorated over time and has been replaced with a precast concrete wall; and

WHEREAS, the City determined that the best location for the concrete wall would be along the edge of the sidewalk, thus potentially leaving approximately 15 feet of City Property on the backside of the concrete wall, between the concrete wall and the Adjacent Property, which the City would be required to maintain; and

WHEREAS, the Common Council has determined that it would be in the City's best interest to vacate a portion of the roadway and transfer the City Property to the Adjacent Property owners so that the City does not have to continue to maintain

such property and in exchange will be provided with an additional and/or extended Utility Easement over such property; and

WHEREAS, the Adjacent Property owners have agreed to accept a Quit Claim Deed for the City Property in exchange for granting the City a non-exclusive, perpetual, non-revocable Utility Easement across the deeded property.

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

SECTION 1. The Common Council hereby finds that in accordance with Section 3-5-4, Page City Code, taking into account all considerations including the inability of the City to use the City Property for any meaningful purpose, the difficulties and expense of maintaining City Property behind the concrete wall, the grant of a utility easement to the City by the Adjacent Property owners, and the expense of obtaining appraisals for the slivers of property relative to their size and value, that the property and easements to be exchanged are of equal value and that written records of such exchange shall be maintained and open to public inspection for at least three (3) years in the City Clerk's Office.

SECTION 2. Therefore, the Common Council hereby approves the Real Estate Transfer and Easement Agreements that have been executed by the Adjacent Property owners and hereby authorizes the Mayor to sign said Agreements on behalf of the City.

SECTION 3. The Common Council further finds that it is in the best interests of the City to vacate a portion of the public roadway presently located generally along the east side of N. Navajo Dr., between Aero Ave. and 10th Street, within the City of Page, Coconino County, Arizona, which is part of the 44' from centerline right-of-way of N. Navajo Dr. more particularly described in Exhibit A. This vacating of the roadway is contingent upon the receipt of, and with the express reservation of a non-exclusive, perpetual, non-revocable Utility Easement across the vacated roadway. The Common Council therefore authorizes the Mayor to execute and record the Quit Claim Deeds with Reservation of Utility Easement and any other documents necessary to effectuate the purposes of this Resolution and the Real Estate Transfer and Easement Agreements.

SECTION 4. The Common Council hereby finds that in order to carry out the purposes of the Real Estate Transfer and Easement Agreements, that boundary adjustments to the Adjacent Properties are necessary. The Common Council further finds that the lot boundary adjustments are consistent with the City of Page General Plan and the health, safety, convenience and general welfare of the citizens of the City of Page, Arizona. Therefore, the Common Council hereby approves of the lot

boundary adjustments for the Adjacent Properties and authorizes the recording of this Resolution in conjunction with the Real Estate Transfer and Easement Agreements and accompanying exhibits to effectuate the lot boundary adjustments as intended therein. The Common Council further authorizes the Mayor to execute and record any other documents necessary to effectuate the lot boundary adjustments.

SECTION 5. Pursuant to City Code Section 2-5-6, this Resolution shall be deemed operative thirty (30) days after passage, at which time all documents will be recorded.

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

Ayes _____
Nays _____
Abstentions _____
Absent _____

City of Page

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

BUE ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-007-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 293.82 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 17°37'44"; thence South 70°29'40" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 71°31'00" East (Deed= South 71°30'12" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 11.60 feet Southerly, along said East line from the Northwest corner of Lot 7; thence Southerly 51.70 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 70°30'32" West), through a central angle of 02°57'55" to a point that is 10.10 feet Southerly, along said East line from the Northwest corner of Lot 8; thence North 66°03'35" West (Deed= North 66°02'55" West) 14.00 feet; thence Northerly 50.37 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 67°33'53" West), through a central angle of 02°55'48" to the Point of Beginning.

Containing approximately 714 Square Feet or 0.016 Acres.

WHITE ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-002-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northerly 546.25 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 32°46'29"; thence South 85°38'25" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 86°25'47" East (Deed= South 86°23'59" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 13.60 feet Southerly, along said East line from the Northwest Corner of Lot 2; thence Southerly 52.10 feet along said East line and the arc of a 998.93 foot radius, non-tangent curve to the right (Radius bears North 85°39'05" West) through a central angle of 02°59'18" to a point that is 12.50 feet Southerly, along said East line from the Northwest corner of said Lot 3; thence North 84°10'08" West (Deed= North 84°03'30" West) 14.00 feet; thence Northerly 51.55 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 82°38'30" West) through a central angle of 02°59'55" to the Point of Beginning.

Containing approximately 725 Square Feet or 0.017 Acres.

RINGLEMAN ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-008-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29 and the Southeast Quarter of Section 30, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 244.98 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left (Radius bears North 52°51'56" West), through a central angle of 14°41'56"; thence South 67°33'52" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 66°03'35" East (Deed= South 66°02'55" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 10.10 feet Southerly, along said East line from the Northwest corner of Lot 8; thence Southwesterly 51.00 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 67°32'37" West), through a central angle of 02°55'31" to a point that is 7.90 feet Southerly, along said East line from the Northwest corner of Lot 9;
thence North 63°17'42" West (Deed= North 63°17'11" West) 14.00 feet; thence Northeasterly 50.33 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 64°38'14" West), through a central angle of 02°55'39") to the Point of Beginning.

Containing approximately 709 Square Feet or 0.016 Acres.

MARIEN ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-002-C

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northerly 496.27 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 29°46'34"; thence South 82°38'30" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 84°10'08" East (Deed= South 84°03'30" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 12.50 feet Southerly, along said East line from the Northwest corner Lot 3; thence Southerly 52.90 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 82°39'47" West) through a central angle of 03°02'03" to a point that is 12.20 feet Southerly, along said East line from the Northwest corner of Lot 4; thence North 81°18'03" West (Deed= North 81°16'20" West) 14.01 feet; thence Northerly 52.20 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 79°36'18" West), through a central angle of 03°02'12" to the Point of Beginning.

Containing approximately 736 Square Feet or 0.017 Acres.

BROWN ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-009-A

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29 and the Southeast Quarter of Section 30, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 196.19 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 11°46'17"; thence South 64°38'13" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 63°17'42" East (Deed= South 63°17'11" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 7.90 feet Southerly, along said East line from the Northwest corner of Lot 9; thence Southwesterly 57.70 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 64°37'06" West), through a central angle of 03°18'34" to a point that is 12.40 feet Southerly, along said East line from the Northwest corner of Lot 10;
thence North 59°57'25" West (Deed= North 59°56'56" West) 14.00 feet; thence Northeasterly 56.89 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 61°19'40" West), through a central angle of 03°18'33") to the Point of Beginning.

Containing approximately 802 Square Feet or 0.018 Acres.

GIBBS ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-004-A

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 445.66 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 26°44'22"; thence South 79°36'18" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 81°18'03" East (Deed= South 81°16'20" East) 14.01 feet to a point on the East line of North Navajo Drive, said point also being 12.20 feet Southerly, along said East line from the Northwest corner of Lot 4; thence Southerly 60.67 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 79°37'44" West), through a central angle of 03°28'48" to the Northwest corner of that parcel described in Instrument No. 95-28804, Docket: 1810, Page: 233 thence North 80°29'00" West (Deed= North 80°28'54" West) 14.04 feet; thence Northerly 60.47 feet along the arc of a 984.93 foot radius, non-tangent curve to the left (Radius bears North 76°05'14" West), through a central angle of 03°31'04" to the Point of Beginning.

Containing approximately 848 Square Feet or 0.019 Acres.

THOMPSON ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-010-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29 and the Southeast Quarter of Section 30, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 141.04 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 08°27'44"; thence South 61°19'40" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 59°57'25" East (Deed=South 59°56'56" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 12.40 feet Southerly, along said East line from the Northwest corner of Lot 10; thence Southwesterly 56.09 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 61°18'31" West), through a central angle of 03°13'02" to a point that is 15.29 feet Southerly, along said East line from the Northwest corner of Lot 11;
thence North 57°48'59" West (Deed= North 57°48'43" West) 14.00 feet; thence Northeasterly 55.57 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 58°05'43" West), through a central angle of 03°13'57" to the Point of Beginning.

Containing approximately 782 Square Feet or 0.018 Acres.

JORDAN ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-005-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 387.03 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 23°13'18"; thence South 76°05'14" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 80°29'00" East (Deed=South 80°28'54" East) 14.04 feet to a point on the East line of North Navajo Drive and the Northwest corner of that parcel described in Instrument No. 95-28804, Docket: 1810, Page: 233;
thence Southerly 44.63 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 76°08'56" West), through a central angle of 02°33'36" to a point that is 11.10 feet Southerly, along said East line from the Northeast corner of Lot 6;
thence North 74°16'54" West (Deed= North 74°15'56" West) 14.00 feet;
thence Northerly 43.11 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 73°34'45" West), through a central angle of 02°30'29" to the Point of Beginning.

Containing approximately 614 Square Feet or 0.014 Acres.

MILLER / ALLEN ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-011-A

A portion of North Navajo Drive and as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262 and a portion of Aero Avenue as re-aligned with Docket: 555, Page: 488 as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29 and the Southeast Quarter of Section 30, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 87.16 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 05°13'47"; thence South 58°05'43" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 57°48'59" East (Deed=South 57°48'43" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 15.29 feet Southerly, along said East line from the Northwest corner of Lot 11; thence Southwesterly 75.95 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 58°05'29" West), through a central angle of 04°21'22" to a point of reverse curvature, said point also being the most Northerly corner of that parcel titled "ALSO EXCEPTING THEREFROM that part of Lot 12, more particularly described as follows:" as shown on Instrument No.: 3703460 and running the following four (4) courses along the North and East boundaries of said parcel;
thence Southerly 44.02 feet along the arc of a 25.00 foot radius curve to the left through a central angle of 100°53'08" to a point of compound curvature;
thence Easterly 58.06 (Deed=58.05) feet along the arc of a 256.00 foot radius curve to the left through a central angle of 12°59'36" to a point of compound curvature;
thence Easterly 29.21 feet along the arc of a 25.00 foot radius curve to the left through a central angle of 66°57'15" to the point of a cusp;

thence Southwesterly 5.56 feet along the arc of a 1,098.93 foot radius curve to the right (Radius bears North 54°34'07" West), through a central angle of 00°17'23" to a point of compound curvature;
thence Westerly 29.31 feet along the arc of a 25.00 foot radius curve to the right through a central angle of 67°11'01" to a point of compound curvature, said point also being 39.00 feet radially distant North from the centerline of Aero Avenue;
thence Westerly 77.79 feet along the arc of a 261.00 foot radius curve to the right through a central angle of 17°04'35";
thence North 07°57'37" West 34.37 feet;
thence Northeasterly 82.91 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 53°16'21" West), through a central angle of 04°49'22" to the Point of Beginning.

Containing approximately 1,924 Square Feet or 0.044 Acres.

RHODES ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 800-38-006-B

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 345.23 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 20°42'49"; thence South 73°34'45" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 74°16'54" East (Deed= South 74°15'56" East) 14.00 feet to a point on the East line of North Navajo Drive, said point also being 11.10 feet Southerly, along said East line from the Northwest corner of Lot 6; thence Southerly 53.70 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 73°35'20" West), through a central angle of 03°04'48" to a point that is 11.60 feet Southerly, along said East line from the Northwest corner of Lot 7; thence North 71°31'00" West (Deed= North 71°30'12" West) 14.00 feet; thence Northerly 53.03 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 70°29'40" West), through a central angle of 03°05'05" to the Point of Beginning.

Containing approximately 747 Square Feet or 0.017 Acres.

Example

REAL ESTATE TRANSFER AND EASEMENT AGREEMENT

This Real Estate Transfer and Easement Agreement ("**Agreement**") is made and entered into as of the ___ day of February, 2016 by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "**City**") and _____ (the "**Recipient**"), individually referred to as a "**Party**" or collectively as the "**Parties**").

RECITALS

WHEREAS, the City is the owner of record of that certain real property located generally along the east side of N. Navajo Dr., between Aero Ave. and 10th Street, within the City of Page, Coconino County, Arizona, more specifically described on Exhibit "A" attached hereto and incorporated herein (the "**City Property**"), which is part of the 44' from centerline right-of-way of N. Navajo Dr.

WHEREAS, Recipient is the owner of record of that certain real property with a physical address of 924 Cathedral Ave., Page, Arizona 86040, Parcel No. 800-38-005-B (the "**Recipient Property**"), which is adjacent to the boundaries of the City Property and upon which there exists a 16' public utility easement from the property line adjacent to the City Property.

WHEREAS, in or around 1978, the City constructed a non-permanent wood structure fence (the "**Wood Fence**") between the City Property and the Recipient Property.

WHEREAS, the Wood Fence has deteriorated over time and is in need of replacement.

WHERAS, the City has determined that the best replacement option for the Wood Fence is the construction of a precast concrete wall (the "**Concrete Wall**").

WHEREAS, the City has determined that the best location for the Concrete Wall will be along the edge of the sidewalk, thus leaving approximately 15 feet of the City Property on the backside of the Concrete Wall, between the Concrete Wall and the Recipient Property, which the City would be required to maintain.

WHEREAS, the City has determined that it would be in the City's best interest and expense to transfer the City Property to Recipient so that the City does not have to continue to maintain such property and in exchange will be provided with an additional and/or extended Utility Easement over such property.

WHEREAS, the City agrees to convey and Recipient agrees to accept the City's Quit Claim Deed for the City Property in exchange for granting the City a non-exclusive, perpetual, non-revocable Utility Easement across the transferred property; a lot boundary adjustment will be recorded that will allow for this conveyance, more specifically described on Exhibit "B".

Example

WHEREAS, Recipient agrees to remove any and all personal property that might be currently located on the City Property or in the current utility easement on the Recipient Property in order to accommodate the construction of the Concrete Wall.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to effectuate the conveyance of the City Property in return for the granting of the Utility Easement across the same and the execution of such other documents as will allow each Party to fully use and enjoy the property and/or easement it receives as well as the City's construction of the Concrete Wall.

2. **Grant of Utility Easement.** Recipient hereby grants, bargains, sells, conveys and releases to the City, for the benefit of the City and the City's successors and assigns, a non-exclusive, perpetual, non-revocable utility easement under, upon, across, over and through the transferred City Property (the "**Utility Easement**") in connection with the construction of the Concrete Wall and for purposes of a utility easement, which easement shall include, but is not limited to, the ingress and egress of vehicles, equipment and persons and for the construction, maintenance and/or repairs of the utilities.

3. **Real Estate Taxes and Assessments.** The Parties acknowledge that the City is exempt from taxes or assessments on its property and that upon conveyance, Recipient shall be liable for all real estate taxes and assessments for the conveyed property.

4. **Recording Fees.** The City will pay the recording fees for the Quit Claim Deed and the Utility Easement.

5. **Notices.** All notices to either Party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each party:

To the City:
The City of Page
Attn: City Manager
697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

To Recipient:
P.O. Box
Page, Arizona 86040

6. **Successors and Assigns.** The rights herein granted and the duties hereby agreed to shall run with the land and shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

Example

7. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein. The invalidity of any such portion of this Agreement shall not abate, reduce, or otherwise affect any consideration or other obligation required under this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. No oral statements, representations or agreements other than this Agreement and such other agreements referred to herein or related hereto (including Exhibits attached) shall have any force or effect.

9. **No Waiver.** None of the covenants, provisions, terms or conditions of this Agreement to be kept or performed by the City or Recipient shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the Parties.

10. **Further Assurances.** Upon the request of the City, Recipient, shall execute and deliver such further documents and instruments as the City may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

11. **Headings.** The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

12. **City Council.** This Agreement and all terms and provisions hereof are subject to and conditioned upon the approval or ratification by duly enacted Ordinance of the City Council of the City of Page.

13. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the Parties hereto, their respective successors and permitted assigns, subject to the provisions herein. There are no third-party beneficiaries to this Agreement and nothing herein shall be deemed to confer any right or benefit to any other person or entity.

14. **Joint Drafting.** The Parties acknowledge that this Agreement has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

15. **Recording.** A fully executed counterpart of this Agreement shall be recorded in the Coconino County Recorder's Office.

16. **Attorneys' 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.

Example

17. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona and the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be in Coconino County, Arizona.

18. **Counterparts.** This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF PAGE
An Arizona Municipal Corporation

By: _____
Mayor

RECIPIENT

By _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Example

Exhibit "B"

A portion of North Navajo Drive and Lots . as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Aero Avenue and North Navajo Drive in Page, Arizona and running;

Thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature;

Thence continuing Northeasterly 387.03 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 23°13'18";

Thence South 76°05'14" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 80°29'00" East (Deed=South 80°28'54" East) 14.04 feet to a point on the East line of North Navajo Drive and the Northwest corner of that parcel described in Instrument No. 95-28804, Docket: 1810, Page: 233;

Thence South 80°29'00" East (Deed=South 80°28'54" East) 100.26 feet to a point on the West line of Cathedral Avenue and the Northeast corner of said parcel;

Thence Southerly 55.47 feet along said West line and the arc of a 1,098.93 foot radius non-tangent curve to the right (Radius bears North 76°32'38" West), through a central angle of 02°53'31" to a point that is 11.00 feet Southerly, along said West line from the Northeast corner of Lot 6;

Thence North 74°16'54" West (Deed= North 74°15'56" West) 100.01 feet to a point on the East line of North Navajo Drive, said point also being 11.10 feet Southerly, along said East line from the Northwest corner of Lot 6;

Thence North 74°16'54" West (Deed= North 74°15'56" West) 14.00 feet;

Thence Northerly 43.11 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 73°34'45" West), through a central angle of 02°30'29") to the Point of Beginning.

Containing approximately 5,619 Square Feet or 0.129 Acres.

Example

When recorded return to:
City of Page
City Clerk
PO Box 1180
Page, AZ 86040

Exempt from Affidavit by A.R.S. 11-1134(A)(2) and (4)

QUITCLAIM DEED WITH RESERVATION OF UTILITY EASEMENT

For and in consideration of Ten Dollars, and other valuable consideration, **City of Page**, ("City") an Arizona municipal corporation ("Grantor"), does hereby quit claim to _____("Grantee") all right, title or interest in the following real property situated in Page, Coconino County, Arizona:

See **Exhibit "A"** attached hereto and made a part hereof.

Subject to all taxes, assessments, zoning and other governmental restrictions, covenants, conditions, restrictions, reservations in patents, rights of way, liens, obligations, liabilities, and easements of record, and matters that could be disclosed by a visual inspection or survey of the property.

Further subject to a non-exclusive, perpetual utility easement reserved herein, under, upon, across, over and through the above described property more particularly described in **Exhibit "B"** attached hereto and made a part hereof, for purposes of installation, construction, operation, use, modification, enlargement, maintenance, inspection, upgrades, removal, repair or replacement of utilities and associated appurtenances and facilities, both existing and required in the future at the sole discretion of the City, which easement shall include, but is not limited to, the ingress and egress of vehicles, equipment and persons and for the construction, maintenance and/or repairs of the utilities, and the right to eliminate any encroachments in the easement tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the easement purpose as determined by the City in its reasonable discretion, including without limitation the City's right to cut and trim trees and shrubbery and to remove any other obstructions as necessary to keep the obstructions clear of the utility facilities.

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EXHIBIT H

Example

COMBINED PARCEL DESCRIPTION
PARCEL No.:

A portion of North Navajo Drive and Lots as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running; thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 387.03 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 23°13'18"; thence South 76°05'14" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 80°29'00" East (Deed=South 80°28'54" East) 14.04 feet to a point on the East line of North Navajo Drive and the Northwest corner of that parcel described in Instrument No. 95-28804, Docket: 1810, Page: 233;
thence South 80°29'00" East (Deed=South 80°28'54" East) 100.26 feet to a point on the West line of Cathedral Avenue and the Northeast corner of said parcel;
thence Southerly 55.47 feet along said West line and the arc of a 1,098.93 foot radius non-tangent curve to the right (Radius bears North 76°32'38" West), through a central angle of 02°53'31" to a point that is 11.00 feet Southerly, along said West line from the Northeast corner of Lot 6;
thence North 74°16'54" West (Deed= North 74°15'56" West) 100.01 feet to a point on the East line of North Navajo Drive, said point also being 11.10 feet Southerly, along said East line from the Northwest corner of Lot 6;
thence North 74°16'54" West (Deed= North 74°15'56" West) 14.00 feet;
thence Northerly 43.11 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 73°34'45" West), through a central angle of 02°30'29") to the Point of Beginning.

Containing approximately 5,619 Square Feet or 0.129 Acres.

EXHIBIT B

Example

_____ABANDONMENT PARCEL DESCRIPTION
PARCEL No.: 8_____

A portion of North Navajo Drive as shown on the final plat for Lake Powell Estates Unit Three, Case: 2, Map: 262, as on file in the Office of the Recorder, Coconino County, Arizona. Said portion located in the Southwest Quarter of Section 29, Township 41 North, Range 9 East, Gila & Salt River Meridian.

Commencing at an existing brass cap located at the centerline intersections of Poplar Street and North Navajo Drive in Page, Arizona and running;
thence North 37°08'04" East 167.31 feet along the centerline of North Navajo Drive to a point of curvature; thence continuing Northeasterly 387.03 feet along the centerline of North Navajo Drive and the arc of a 954.93 foot radius curve to the left through a central angle of 23°13'18";
thence South 76°05'14" East 30.00 feet along a radial line to the Point of Beginning;

Thence South 80°29'00" East (Deed=South 80°28'54" East) 14.04 feet to a point on the East line of North Navajo Drive and the Northwest corner of that parcel described in Instrument No. 95-28804, Docket: 1810, Page: 233;
thence Southerly 44.63 feet along said East line and the arc of a 998.93 foot radius non-tangent curve to the right (Radius bears North 76°08'56" West), through a central angle of 02°33'36" to a point that is 11.10 feet Southerly, along said East line from the Northeast corner of Lot 6;
thence North 74°16'54" West (Deed= North 74°15'56" West) 14.00 feet;
thence Northerly 43.11 feet along the arc of a 984.93 foot radius non-tangent curve to the left (Radius bears North 73°34'45" West), through a central angle of 02°30'29" to the Point of Beginning.

Containing approximately 614 Square Feet or 0.014 Acres.

page ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Desktop Computer Standardization and Upgrade		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☒ New Business ☐ Other _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	IT Division	**Supporting Documents:**	Quote and Mohave COOP Agreement
Prepared By:	IT Director	**Presented By:**	IT Director
Reviewed By:	City Manager	**Approved By:**	City Manager
Proposed Action:	Motion to approve the proposal and purchase of fifty-five Lenovo ThinkCentre M700 10H desktop computers.		

BACKGROUND: The existing desktop computers are five plus years old and are a combination of different vendors and custom built computers. These non-standard desktops cause us to have to stock miscellaneous parts, that may or may not be used. We would like to standardize the desktop computer environment, which allows us to streamline installation and support. We will also not have to stock miscellaneous parts for several types of desktops.

The current quote is to replace 55 desktop computers with Lenovo ThinkCentre M700 10HY - Core i5 6500T 2.5 GHz - 8 GB - 256 GB SSD. The price of the workstations was competitively bid under the Mohave Coop Agreement to receive contract pricing through CDW.

BUDGET IMPACT: $45,923.60; the funds are budgeted ($55,000 was budgeted for City Workstation Upgrades in line item 40.480.9830).

STAFF RECOMMENDATION: Motion to approve the proposal and purchase of fifty-five Lenovo ThinkCentre M700 10H desktop computers.

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR KANE SCOTT,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HGLG395	7/27/2016	LENOVO	6522901	$45,923.60

IMPORTANT - PLEASE READ

Special Instructions: Please include this quote # on your PO and either fax it to 847-371-2100

or email it to jeffbut@cdwg.com
Thank you!

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M700 10HY - Core i5 6500T 2.5 GHz - 8 GB - 256 GB Mfg. Part#: 10HY002AUS UNSPSC: 43211508 Contract: Mohave ESC 151-CDWG-1002 (151-CDWG-1002)	55	3980174	$672.45	$36,984.75
Lenovo ThinkCentre Tiny DVD Super Multi Drive Kit DVD±RW (±R DL) / DVD-RAM Mfg. Part#: 4XA0K93942 UNSPSC: 43201811 Contract: Mohave ESC 151-CDWG-1002 (151-CDWG-1002)	55	4009924	$93.56	$5,145.80
Lenovo Tiny VESA Mount - system mounting bracket Mfg. Part#: 0B47374 UNSPSC: 43211612 Contract: Mohave ESC 151-CDWG-1002 (151-CDWG-1002)	55	2869518	$15.07	$828.85

PURCHASER BILLING INFO

Billing Address:
CITY OF PAGE
ACCOUNTS PAYABLE
PO BOX 1180
PAGE, AZ 86040-1180
Phone: (928) 645-4270
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF PAGE
KANE SCOTT
PO BOX 1180
PAGE, AZ 86040-1180
Phone: (928) 645-4270
Shipping Method: CEVA Deferred, 3-5 Days

SUBTOTAL	$42,959.40
SHIPPING	$0.00
SALES TAX	$2,964.20
GRAND TOTAL	**$45,923.60**

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239

Kane Scott

Subject: Mohave 151-CDWG-1002 Announcement

We have been awarded the new Mohave agreement, effective October 2nd!

- **Contract number** – 151-CDWG-1002
- **Contract Code** – MOHAVE15
- **Promo Contract Code** – MOHAVE15P for all quantity promo purchases
- **Pricing** – % off CDWG advertised, full catalog agreement
  - **Exclusions**
    - Apple computers, Laptops & Servers – All other Apple equipment available to SLG only
    - Tools – A/AC/TOO
    - Databinders – A/OF/DTB
    - Pens & Markers – A/OF/PEN
    - Paper Shredders – A/SD
    - Computer Rack Mount Equipment – B/RQ/RAK
    - Furniture – O/FU/FUR
    - Chair Mats – O/FU/STA
    - Medical Cart Accessories – O/HC/MCA
    - Printer Trays/Feeders – P/PA/PR

- 3rd Party Installs
    - Mobility – Q/IS/IMM
    - Networking – Q/IS/INN
    - Telephony – Q/IS/INT
    - Wireless – Q/IS/ITS
- All B-Stock

- **Shipping** – Free ground, cheapest ground option

- **Term** – 10/2/2015 – 10/2/2016
    - 1 year renewals allowed through 10/2/2020

- **Mohave Agreement Overview Site** – http://service.mesc.org/PVF/detail.php?contract=15I-CDWG-1002
    - This is where your customers can find pricing & contract documents

For all the new details, and additional information regarding the agreement, please visit the Mohave's SalesWiki page at https://saleswiki.corp.cdw.com/Mohave

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Electric, Water and Sewer Rates		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☒ Old Business ☐ New Business ☐ Other _____	**Action:**	☐ Motion ☒ Resolution ☐ Ordinance
Originating Department:	PUE	**Supporting Documents:**	Resolution and Exhibit A
Prepared By:	City Attorney	**Presented By:**	City Attorney
Reviewed By:	PUE	**Approved By:**	
Proposed Action:	Adoption of Resolution		

BACKGROUND: City Code § 2-8-6 outlines the process and procedures for modifying PUE rates, fees and charges. Pursuant to § 2-8-6, the PUE Board met in May 2016, held a public hearing and approved recommended rates for Council's consideration. In June 2016, the Council held a public hearing and decided not to adopt the recommended rates. On or about August 23, 2016, the Council provided a written recommendation for rates, fees and charges to the PUE Board. The PUE Board had thirty (30) days to respond to Council's recommendations. The PUE Board chose not to object or otherwise respond to Council's recommendations and thus Council is now authorized to adopt its recommended rates, fees and charges by Resolution without further process.

Attached is a Resolution with Council's recommended rates, fees and charges. "Exhibit A" incorporates the proposed reduction in electric rates, and the increase to the sewer rates as set forth in the Alternative Rate Structure from the April 2015 Sewer Rate Study. In addition, "Exhibit A" reflects the elimination of the Sewer Debt Service Fee. The Water Rate Schedule and the Electric Rate Schedules E-40 and E-45 for Dusk to Dawn Lighting and Public Street and Highway Lighting are unchanged.

STAFF RECOMMENDATION:

- **I move to introduce Resolution 1168-16 by title only**
- **I move to adopt Resolution 1168-16**

RESOLUTION NO. 1168-16

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

WHEREAS, pursuant to Section 2-8-6, City Code, Ordinance 588-12, the Page Utilities Board is required to hold an annual Rate Hearing and review the rates, fees, and charges for the services rendered by Page Utility Enterprises; and

WHEREAS, on May 10, 2016, the Page Utilities Board held a public hearing and reviewed the rates, fees, and charges for services rendered and recommended adoption of certain proposed rates; and

WHEREAS, on June 8, 2016, the Common Council held a public hearing and reviewed the recommended rates, fees, and charges for services rendered and did not adopt the Page Utilities Board's recommended rates; and

WHEREAS, on or about August 23, 2016, the Common Council sent the Page Utilities Board a written explanation and specific recommendations for modification of the original Page Utilities Board recommendation; and

WHEREAS, the Page Utilities Board chose not to object or file a subsequent report with the Common Council regarding the Common Council's recommended rates and thirty (30) days has elapsed from the time that the Page Utilities Board received Common Council's written explanation and specific recommendations; and

WHEREAS, the Mayor and Common Council of the City of Page are authorized to set rates by Resolution and have determined that the proposed rates in "Exhibit A" are reasonable and just and shall be sufficient to cover costs of operation and maintenance of the system, with a proper and necessary allowance for depreciation and reserves.

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

The rates established by Resolution No. 1153-16 are hereby repealed.

The electric rates for residential and commercial service, general service, dusk to dawn lighting, and street lighting; the water and sewer rate schedules for residential and commercial, attached hereto as "Exhibit A" and incorporated herein by this reference, are hereby adopted and approved by the City Council of the City of Page and shall remain in effect until further resolution by the City

Council of the City of Page.

The rates for services rendered by Page Utility Enterprises as established by this resolution shall be in full force and effect at 12:01 a.m. November 1, 2016.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 28th day of September, 2016, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By_____
Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

ELECTRIC RATE SCHEDULE
Effective 11/1/2016

Residential:

Customer Charge - $6.25/Month
Energy Charge - $ .0692/KWH

Residential Service > 200 Amp Service Entrance:

Customer Charge - $8.50/Month
Energy Charge - $ .0726/KWH

Commercial Service With Demand Meter:

Commercial Customer Charge - $25.00/Month
Demand Charge - $ 3.75/KW/Month
Energy Charge - $ .0624/KWH

Commercial Service Without Demand Meter:

Commercial Customer Charge - $13.75/Month
Energy Charge - $ .0653/KWH

Electric Rate Schedule E-40

Private Outdoor Area Lighting Service
(Dusk to Dawn Lighting)
4/9/13

APPLICABILITY: This section is applicable to private outdoor area lighting service supplied from an overhead source, where the lighting facilities are installed, owned and maintained by PUE or the customer.

CHARACTER OF SERVICE: Alternating current service at a frequency of approximately 60 cycles, 120 volts, single phase. Lamps by PUE shall be supported on PUE owned wood poles, except as noted in Special Provision 1. Lamps will be controlled to operate from dusk to dawn giving approximately 4,100 hours of lighting service annually.

TERRITORY SERVICE: The entire area served by Page Utility Enterprises.

RATES:

Rate Per Lamp Per Month

Lamp & Fixture Charge	PUE Owned	Cost $/KWH	Customer Owned	Cost $/KWH
70 Watt High Pressure Sodium	10.57	.44	6.48	.27
100 Watt High Pressure Sodium (1)	12.02	.35	7.00	.20
100 Watt high Pressure Sodium	10.62	.31	6.73	.20
150 Watt High Pressure Sodium	13.84	.27	9.64	.19
250 Watt High Pressure Sodium	17.38	.20	12.55	.15
400 Watt High Pressure Sodium	20.92	.15	15.07	.11

(1) Architectural Fixture

TERM: Twelve (12) continuous months and thereafter until canceled or 30 days prior written notice to PUE. Service to lamps hereunder shall be continuous and temporary disconnection shall not be made.

All optional equipment, brackets, conductors and accessories for overhead installation will be provided by PUE as part of dusk to dawn service but the material and installation costs of poles, underground conduits and conductors, and any underground excavation, backfill, compaction, asphalt and sidewalk replacement will be paid by customer (entity or person requesting service). Contract provision for payment of poles and underground conductors may be divided into three equal payments or for not more than 90 days.

SPECIAL PROVISIONS:

1. Lamp On Customer's Pole: Provided that all requirements of PUE can be met, service may be provided under this section to a PUE owned lamp on a customer owned pole of not less than 30 feet overall length.

2. Tenant Requesting Service: When requested by a tenant to provide service under this section, PUE may require that the property owner(s) enter into agreement with PUE concerning placement of lighting facilities before service is established.

3. Lamp Servicing: Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, PUE will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the customer's responsibility to make such notification.

4. Billing: Billing shall coincide with that of the customer's primary premise account, where such account exists at the same location, and no bill will be given for non-burning lamp time resulting from the failure of a fixture when repaired by PUE in a reasonable period of time after notification. No billing shall be apportioned among two or more customers.

5. Relocation: PUE will, at a customer's request, relocate its lighting facilities, provided that the customer reimburses PUE for the cost of necessary labor and material including engineering, supervision and general expense required to complete such relocation.

6. Termination of Service: Upon termination of service, PUE shall have the right to remove all of its facilities placed, installed, erected, or used in supplying service hereunder.

   If service is canceled prior to the expiration of the initial 12 month period, the customer shall pay PUE the full cost of erection and removal of its facilities or pay the monthly charges for the remaining period of the contract.

7. Rules and Regulations: Service under this section is subject to PUE's Rules and Regulations for electric service.

Electric Rate Schedule E-45

Public Street & Highway Lighting Service
4/9/13

APPLICABILITY: This section is applicable to ALL NIGHT lighting on the public streets, alleys and highways for cities and other public bodies. Public outdoor area lighting for other than all night lighting is supplied under Rate Schedule E-40.

CHARACTER OF SERVICE: Alternating current service at a frequency of approximately sixty (60) cycles, single phase, at voltages specified by PUE, all night service approximately 4,100 hours per year, supplied from multiple or series circuits at the option of PUE. Lamps will be supplied from an overhead source except as otherwise specified herein.

TERRITORY SERVED: The entire area served by Page Utility Enterprises.

RATES: PUE owned or customer owned and maintained equipment served from either an underground or overhead source:

1. Unmetered Non-incandescent Lamp & Bracket Charge:

Rate Per Lamp Per Month

	PUE Owned	Cost $/KWH	Customer Owned	Cost $/KWH
High Pressure Sodium				
70 Watt	8.84	.04	2.85	.12
100 Watt	9.69	.28	3.45	.10
150 Watt	11.09	.22	4.39	.09
250 Watt	14.35	.17	6.65	.08
400 Watt	15.44	.11	9.24	.07
Metal Halide				
400 Watt	16.59	.12	9.57	.07

2. Standards

	PUE Owned	Customer Owned
Type A	13.71	5.98
Type B	10.30	5.02
Type C	5.98	3.41
Type D	4.30	2.87
Type E	4.41	2.73
Type F	3.26	-0-
Type M	8.57	4.73
Type N	6.45	-0-

Where:

Type A - Enclosed glass luminaire with eight (8) foot or less upsweep bracket mounted on thirty-five (35) foot anchor base monotube or fluted steel pole.

Type B - Identical to Type A except on a thirty-five (35) foot embedded base metal pole.

Type C - Enclosed glass luminaire with fourteen (14) foot or less bracket-mounted on wood pole carrying only street lighting equipment.

Type D - Identical to Type C except also carrying distribution circuits, or on other pole paid for under another standard charge.

Type E - Open type unit with four (4) foot bracket mounted on wood pole carrying only street lighting equipment.

Type F - Identical to Type E, except also carrying distribution circuits.

Type M - Enclosed glass luminaire with six (6) foot or less upsweep bracket mounted on thirty (30) foot embedded base metal pole.

Overhead Circuits: All optional equipment, brackets, conductors and accessories for overhead installation will be provided by PUE as part of the street and highway lighting service. Poles will be provided at the rental rates shown above, heading #2 (PUE owned) or customer would have the option to purchase the up-front cost of the street light poles and pay the rental rate shown under heading #2 (customer owned).

Underground Circuits: All optional equipment, brackets, and accessories for underground installation will be provided by PUE as part of the street and highway lighting service. Poles will be provided at the rental rates shown under heading #2, (PUE owned) or customer would have the option to purchase the up-front cost of the street light poles and pay the rental rate shown under heading #2 (customer owned).

All digging, backfill, compaction, asphalt and sidewalk replacement, as well as the material and installation costs of all underground conduits and conductors will be the responsibility of the customer (entity or person requesting service).

TERM: Contract period of ten years or more at the option of PUE.

SPECIAL PROVISIONS:

1. Facilities & Service: Page Utility Enterprises will use diligence in maintaining service. Monthly bills will not be reduced as a result of lamp outages.

   Presently installed units which do not conform to the above type will be billed in accordance with the type which is most nearly like such units.

2. Special Facilities: When customer requests special (nonstandard) facilities not provided by PUE as standard, PUE will install and maintain them on a negotiated cost basis.

   The customer may elect to install the system at their own expense in accordance with PUE's specifications, or make a nonrefundable advance to cover PUE's cost of installing the system.

PUE will maintain and operate the system.

3. Extension of Street Lighting System: A standard street lighting system will be extended up to a distance of 300 feet for each additional lighting installation at the request of the customer. Beyond a 300 foot extension, PUE will install and maintain on a negotiated basis.

   Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to extension of the street lighting system, will require a special study to determine the conditions under which PUE will make such extension.

4. Rules & Regulations: Service under this section is subject to PUE's Rules and Regulations for electric service.

WATER RATE SCHEDULE
Effective 4/8/2014

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

SEWER RATE SCHEDULE
Effective 11/1/2016

Residential - $5.63 times the winter consumption average. Winter consumption average is based on the average of the months of December through February and is assessed annually in April each year. December through February average is determined as the lowest of any three months November – March. Sewer rates for new resident accounts will be based on a 6,000 gallon average (Citywide average consumption).

Water Meter Size	Monthly Base Rate
5/8 inch	$3.81
3/4 inch	$3.81
1 inch	$3.81
1 1/2 inch	$9.53
2 inch	$15.24
3 inch	$28.58
4 inch	$47.63
6 inch	$95.25
Volumetric charge	$5.63 per 1000 gal.

Commercial - $5.40 per thousand gallons of monthly water usage.

Water Meter Size	Monthly Base Rate
5/8 inch	$8.36
3/4 inch	$8.36
1 inch	$8.36
1 1/2 inch	$20.90
2 inch	$33.44
3 inch	$62.70
4 inch	$104.50
6 inch	$209.00

A **PRE-SET VOLUMETRIC RATE for COMMERCIAL SEWER CUSTOMERS** without separate irrigation meters shall be based on water meter size as listed below:

Water Meter Size	Current Monthly Charge per 1,000 Gallons	Assumed Monthly Usage	Proposed Monthly Flowage Charge
5/8 inch	$5.40	5,000 gallons	$27.00 Fixed
3/4 inch	$5.40	5,000 gallons	$27.00 Fixed
1 inch	$5.40	10,000 gallons	$54.00 Fixed
All > 1 inch	$5.40	Actual usage	$ 5.40/ 1,000 gallons

Residential/Commercial Customers

Garbage Debt Service - $4.59 per month.

New Service Deposit

Residential - $ 50.00
Commercial - $100.00

page
ARIZONA
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Library Policies		
Meeting Date:	September 28, 2013	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☒ New Business ☐ Other _____	**Action: Motion to approve:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Library	**Supporting Documents:**	• Revised policies • Old policies
Prepared By:	Debbie Winlock	**Presented By:**	Debbie Winlock & Vividha Khare
Reviewed By:	City Attorney	**Approved By:**	Crystal Dyches, City Manager
Proposed Action:	• Motion to approve the revised Page Public Library Child Safety Policy • Motion to Approve the Page Public Library Public Behavior Policy		

BACKGROUND:

Page Public Library has established Library Policies which are intended to protect the rights and safety of library patrons, to protect the rights and safety of staff members, and to preserve and protect the library's materials, facilities, and property. The old policies are very vague and out dated. The library staff and Advisory Board are currently reviewing all library policy. Library staff are researching the practices of other libraries both large and small.

Both the Child Safety Policy and the Behavior Policy have been rewritten and approved by the Library Advisory Board.

BUDGET IMPACT: None

ALTERNATIVES CONSIDERED: None

ADVISORY BOARD RECOMMENDATION:

- September 15, 2016 the Library Advisory Board unanimously approved to move forward to City Council the request to adopt the revised "Public Behavior Policy"
- September 15, 2016 the Library Advisory Board unanimously approved to move forward to City Council the request to adopt the revised "Child Safety Policy."

STAFF RECOMMENDATION:

- Motion to approve the revised Page Public Library Child Safety Policy
- Motion to Approve the Page Public Library Behavior Policy

Behavior Policy

Policy Statement

Page Public Library behavior rules are intended to protect the rights and safety of library users, protect the rights and safety of staff members, and preserve and protect the library's materials, facilities and property.

Library users who violate the Rules of Conduct may be subject to the suspension of their Library privileges, be excluded from the Library and/or face legal action.

Regulation

In situations where Page Public Library staff members feel that the health, safety or security of library users or staff members are threatened, they may take any and all appropriate action including, but not limited to, calling the police for assistance.

Library staff members may ask a Library user to leave the premises with or without prior warning, depending upon the seriousness of the violation. Library staff members may also exclude a patron or visitor from Page Public Library facilities.

The Page Public Library Community Service Director may impose a further suspension of Library privileges. If the Department decides to impose such a suspension, the patron or visitor will be so advised by registered mail. Any patron whose Library privileges are suspended under these rules has a right to appeal.

Guidelines

Library users must adhere to these Rules of Conduct and NOT engage in the following prohibited behavior.

Illegal Activities, including but not limited to:

- Committing or attempting to commit any activity that constitutes a violation of any federal, state or local statute or ordinance.
- Engaging in sexual conduct or lewd behavior on Library premises.
- Use of controlled substances on Library premises.
- Smoking or other use of tobacco inside Library buildings.
- Drinking alcoholic beverages on Library premises.

Harmful, Disruptive, or Destructive behavior, including but not limited to:

- Engaging in conduct that disrupts or interferes with the normal operation of the Library, or disturbs staff and Library users. Such conduct includes:
    - The use of abusive or threatening language or gestures.
    - Creation of unreasonable noise.

  - Loud or boisterous behavior or talking, on a cell phone or otherwise.
  - Photographing, filming, or recording other patrons without their consent.

- Using Library materials, equipment, furniture, fixtures or buildings in a destructive, abusive or potentially damaging manner, in a manner likely to cause personal injury to any person or in any other manner inconsistent with the customary use thereof.
- Disobeying the reasonable direction of Library staff members.
- Soliciting, petitioning or distributing written materials or canvassing on Page Public Library premises for any purpose without express permission of the Library staff. Such conduct extends to any soliciting, petitioning, distributing or canvassing outside of Library premises in such a manner as to impede access to or egress from the Page Public Library facility.
- Interfering with the free passage of Page Public Library staff members or users in or onto Library premises including, but not limited to, placing objects such as bicycles, strollers, shopping carts or bags in such a manner as to impede free passage in or onto the premises. The Library also reserves the right to limit the size and number of items brought into the Library.
- Bringing bicycles and other means of transportation inside Page Public Library building, including, but not limited to, vestibules or covered doorways, where no bicycle rack is provided.
- Bicycles must be parked in the bike rack.
- Use of scooters, roller-skates, or similar wheeled devices.
- Use of open flame or any burning/heating elements.

Other inappropriate behavior:

- Bringing animals other than service animals inside library buildings without the prior permission of Library staff.
- Consuming food in the Library, except in the designated area or at special events sanctioned by Page Public Library. Drinking from lidded beverages, away from Page Public Library computers, is allowed.
- Violating the Library's Technology Use Policy.
- Sleeping on Page Public Library premises.
- Use of Page Public Library's restrooms for bathing, shaving, or washing hair.
- Use of any communication or entertainment devices at a volume that disturbs others, with or without headphones.
- Entering Library buildings with bare feet or bare chest.
- Disturbing others because of offensive body odor.
- Unhygienic behavior such as spitting, clipping nails, or changing diapers in public areas.

BEHAVIOR POLICY

WHILE AT THE LIBRARY:

You MAY…

Look for and retrieve materials

Use computers to locate materials or information

Ask a librarian for assistance

Read

Do homework

Research topics

Have a respectful and pleasant attitude

You MAY NOT…

Talk loudly, harass, use abusive or offensive language, or be disrespectful

Eat food, drink beverages, smoke or chew tobacco

Mistreat or abuse library property and equipment

Loiter on library property (indoors and outdoors)

Fight, push, or display any kind of inappropriate gesture or physical contact while on library property

Run, skateboard, or roller blade anywhere on library property

Use cell phones within the library facility

Anyone displaying inappropriate behavior as mentioned above will be given one warning and told what is expected. If inappropriate behavior continues, the individual(s) will be asked to leave. Youth will call their parent for immediate pick-up and will need to leave the library property for the rest of the day. If inappropriate behavior becomes a consistent problem the individual(s) will not be allowed to return to the library for an extended and specified period of time to be determined by the Library Director.

Child Safety Policy

The Page Public Library is dedicated to providing a safe and welcoming environment for families and children. To make the Library an enjoyable place and to encourage a love of books, reading, and learning, we offer designated children's areas, programs, and services for children. We hope you will help your children make effective use of the Library and assist them in selecting books and materials, using the computers, or attending programs. Together, we can provide a fun and positive experience when visiting the Page Public Library.

Access to Children's Areas

Commented [DW1]: Adults with no children and no intention of checking out children's material tend to sit in children's department for long periods of time.

The Children's area of the Library is specifically designed to serve the needs of young customers. Adults in that area not using Children's materials or not using the area for the purpose intended will be asked to use other areas of the Library. Staff members will place the safety of children first. Adults with children in their charge are the only adults allowed to use the restroom located in Children's areas.

Parent Expectations and Responsibilities

Because the Library is a public place, children's safety cannot be guaranteed. Children may encounter hazards such as doors, furniture, electrical equipment, or other Library customers. The conduct, safety, and supervision of children while on Library premises are the responsibility of parents, guardians, and caregivers. The Library is not a safe place to leave children unattended. It is the responsibility of parents, guardians, and caregivers to determine the supervision needs of their children and to provide accordingly. While our staff values the safety of children, only parents, guardians, and caregivers can provide appropriate supervision of children. Appropriate supervision provided by parents, guardians, and caregivers will assist Library staff in creating a pleasant and safe environment for Library customers of all ages. Violations of this policy are grounds for suspension of Library privileges.

Children under the age of 8, children that are not capable or mature enough to be unattended, or children with special needs, may not be left unattended (without an adult parent/caregiver) in any part of the Library unless they are participating in a Library program. Whether a child is capable or mature enough to be unattended will be at the sole discretion of Library staff. The parent/caregiver of children attending Library programs should remain in the Library building during the program.

Commented [DW2]: Previous policy was under 7 years of age could not be left unattended.

Staff Role

Library staff members have many duties to fulfill and cannot supervise children in the Library or when the child leaves the building. However, if a staff member is concerned that a child may not be sufficiently capable and mature to be on Library premises without supervision, the staff member may take action to correct the situation and will inform Community Service Director of the concerns and the actions taken.

Page Public Library Policy
Page, Arizona

In order to ensure a positive Library experience for everyone, if a child appears not to be sufficiently capable or mature to be on Library premises without supervision:

a. Staff will attempt to locate the child's parent, guardian, or caregiver in the Library and express the Library's concern for the child's safety, and explain the Library's Child Safety Policy. If staff is unable to locate the parent, guardian, or caregiver in the Library, staff will attempt to contact the parent, guardian or caregiver to pick up the child. Staff will express the Library's concern for the child's safety and explain the Library's Child Safety Policy. If the parent, guardian, or caregiver cannot be located within a reasonable time, staff will call the Page Police Department. An incident report will be prepared and filed, and the Director will send notice of the Library's policy and a copy of the incident report to the parent/legal guardian.

b. Staff will encourage any unattended child to contact his or her parent, guardian, or caregiver before closing time. If a parent, guardian, or caregiver cannot be reached or does not arrive within a reasonable time after closing, Library staff will call the Page Police Department to pick up the child. These same actions will be followed for emergency closures. Two staff members will remain with the child until the parent, guardian, caregiver or police arrive. Once the child is in the protective care of the Page Police Department, a note will be attached to the Library entrance or entrances, with the following information: "Unattended child is in the care of the Page Police Department." Neither the name of the child nor the name of the parent, guardian, or caregiver will be listed on the note.

c. Staff will not transport any child from the Library to another location.

PAGE PUBLIC LIBRARY

Page, Arizona

UNATTENDED CHILDREN'S POLICY

The library is not a safe place to leave children unattended. While the library staff is concerned about the safety of children, they cannot assume responsibility for children left unattended.

Children under the age of 7 or children with special needs may not be left unattended (without parent/caregiver) in any part of the library unless they are participating in a library program. Parent/caregiver of children attending library programs should remain in the library building during the program.

If a child under the age of 7 is left unattended, the parent/caregiver will be located in the building and informed of the library's policy. If not found in the building, further efforts to locate the parent/caregiver will be made. If the parent/caregiver is not located in the building, the Page Police Department will be called to assume responsibility for the child. Library staff will not take a young person home.

In the case of unattended children under the age of 18 whose behavior does not permit them to remain in the library, the librarian in charge will contact the parent/legal guardian. If the parent/caregiver cannot be contacted and the disruptive behavior continues in such a manner, the Page Police Department will be contacted. An incident report shall be prepared, filed, and the director will send notice of the library's policy and a copy of the incident report to the parent/legal guardian. Violations of this policy are grounds for suspension of library privileges.

Library hours are:

Monday – Thursday:	**10 AM to 8 PM**	**Saturday:**	**10 AM to 5 PM**
Friday:	**10 AM – 5 PM**	**Sunday**	**Closed**

Approved by the Library Board on February 16, 2006

PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION **MEETING DATE: September 28, 2016**

DATE: September 14, 2016

TO: Honorable Mayor Bill Diak & Page City Council

FROM: Bryan Hill, P.E., General Manager

SUBJECT: Award Bid #209 Powell Substation PME-10 Padmount Switchgear

SUMMARY/RECOMMENDATIONS:

Page Utility Board and Staff have identified the Powell Substation 21.6kV Switching Modification Project as the electric utilities next priority. The existing 21.6kV switching devices are non-load break and mounted on wooden structures. This burdens the system by forcing outages to perform switching and poses a reliability risk mounted on wooden structures. Industry standards recommend moving to load break switching with steel enclosures & structures. Additionally, this modification project adds motor operated switches and voltage sensing status thus allowing for SCADA monitoring and control of all substation circuits. Bid #209 is for the purchase of eight (8) pad mounted switchgear PME-10, the major material purchase for this project.

Competitive sealed bids for the purchase of eight (8) SCADA Ready, four (4) Position, Motor Operated, Padmount Switchgear and eight (8) Padmount Gear Mounting Box for the Powell Substation 21.6kV Switching Modification Projects were due September 1, 2016. Three proposals were received and provided bid results as follows:

Company	Base Bid
Border States Electric	$724,139.20 plus tax
Anixter	$743,536.00 plus tax
Codale Electric	$769,160.00 plus tax

The bids were evaluated by Intermountain Consumer Professional Engineers, Inc., (ICPE) based on cost and conformity to specification requirements. ICPE recommends that the purchase of the SCADA Ready, Four Position, Padmount Switchgear and Mounting Boxes be through Border States Electric,

During the regularly scheduled monthly PUE Board meeting conducted on September 13, 2016, the PUE Board reviewed ICPE's summary and recommendation. PUE staff concurs with ICPE's recommendation to award the Bid to Border States Electric. The Board voted unanimously to recommend that Page City Council award Bid #209 to Border States Electric in the amount of $764,691.00 (which includes $40,551.80 sales tax). Construction drawings are available for review in the City Clerk's office. Funding for this award is provided by Fund 50 Capital Additions and Replacements FY16/17 50-000-3621.

ATTACHMENTS: ICPE's Recommendation

SUGGESTED MOTION:

I move to award Bid #209 Powell Substation PME-10 Padmount Switchgear to Border States Electric in the amount of $764,691.00 (which includes $40,551.80 sales tax).

Bryan Hill, P.E., General Manager

Intermountain Consumer Professional Engineers, Inc.

Consulting Engineers
1145 East South Union Avenue
Midvale, Utah 84047
Office: (801) 255-1111 · Fax: (801) 566-0088 · E-mail: icpe@icpeinc.com

MEMORANDUM

Date: September 13, 2016
To: Mr. Phil Faulk, Project Manager - Page Utility Enterprises
From: Mike R. Velarde, P.E.
Regarding: SCADA Ready, Four (4) Position, Pad-Mount Switch Gear -- Bid Evaluation and Recommendation

---

On September 1, 2016 bids were received for the purchase of eight (8) SCADA Ready, Four (4) Position, Motor Operated, Pad-Mount Switch Gear and eight (8) Pad Mount Gear Mounting Box for the Powell Substation 21.6kV Switching Modification Projects.

Bids were received from three (3) separate vendors for the Switchgear and Mounting Boxes as follows:

BORDER STATES..... $724,139.20 Plus Sales Tax

ANIXTER ..... $743,536.00 Plus Sales Tax

CODALE ELECTRIC..... $769,160.00 Plus Sales Tax

Quotation from BORDER STATES, ANXITER, and CODALE were for equivalents S&C, SCADA-Ready, PME-10 Switchgear. S&C Quotation number 37569 and includes:

S&C Catalog No. 466243R3-Y2-Sxxx Remote Supervisory PME Pad-Mounted Gear, PME-10, 25 kV with Four (4) Switch Operators.

- Y2 For use with S&C 6802 Switch Controls, and S&C Supplied Internal Control Power (from Voltage Sensor) to Battery Charger and Batteries
- Sxxx Includes Auxiliary Contacts for Remote Indication of Mini-Rupter Switch Position in compartments 1, 2, 3, & 4; Includes Dual 6802 Switch Controls with IntelliTeam SG Bronze Level Software, with GPS, Cat. Nos. 6802-GPS-F02H14JB0P0R165R98W2 and 6802-GPSF02H14JB0P0W2 with RuggedCom RS900 Multi Mode Communication Device; Includes Line Side Sensing in all four switch compartments.

Delivery from each vendor was equivalent for pad mount gear at 22 weeks for placement of Purchase Order and 7 weeks for switchgear mounting boxes.

All bids were evaluated for cost and conformity to specification requirements.

Based on cost and conformance to specification, **ICPE is recommending that purchase of the SCADA Ready, Four (4) Position, Pad-Mount Switch Gear and Mounting Boxes be through BORDER STATES for the quoted price of $724,139.20 plus Sales Tax (Sales Tax indicated at $40,551.80).**

It is noted that the quoted price exceeds the budgetary price by approximately $120,000.00. The cost differential is partially off-set by reduction in conduit and cabling requirements (approx. $60,000), as accounted for in the budgetary estimate, but not necessary for the quoted equipment.

If you have questions or would like to discuss please call.

page
ARIZONA

Request for City Council Action

Title:	Community Center Advisory Board Appointment		
Meeting Date:	September 28, 2016	**Agenda Item Number:**	
Agenda Section:	☐ Consent ☐ Public Hearings ☐ Old Business ☐ New Business ☒ Other _Boards & Commissions _____	**Action:**	☒ Motion ☐ Resolution ☐ Ordinance
Originating Department:	Clerk's Department	**Supporting Documents:**	Application
Prepared By:	City Clerk, Kim Larson	**Presented By:**	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	**Approved By:**	City Clerk, Kim Larson
Proposed Action:	Motion to appoint Elizabeth Allan Smith to the Community Center Advisory Board		

BACKGROUND:

There is one (1) vacancy on the Community Center Advisory Board. An application for the Board was received from Elizabeth Allan Smith.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint Elizabeth Allan Smith to the Community Center Advisory Board with a term ending June 2019.

page
ARIZONA
THE CENTER OF CANYON COUNTRY

RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE
16 SEP 12 PM 12:55

CITY OF PAGE
BOARD
APPOINTMENT APPLICATION

Name: Elizabeth Allan Smith	Date: Sept 10 2016
Street Address: 940 Grandview	P.O. Box: 2509
City: PAGE	State, Zip: AZ 86040
Work Phone: —	Fax: —
Home Phone: 928-614-0496	E-Mail: Libby032930@gmail.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

	ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES
	Airport Advisory Board		Substance Abuse Task Force
✓	Community Center Advisory Board		Page Utility Enterprises
	Library Advisory Board		Board of Adjustment
	Parks and Recreation Advisory Board		
	Planning and Zoning Commission		
	Public Safety Personnel Retirement System Board		
	Community Development Advisory Board		
	Youth Advisory Commission		

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

I have over 25 yrs. experience as a Volunteer in Colo. with Hospitals, St. Centers and Salvation Army. I was asked by fellow board members here.

Signature: Elizabeth Allan-Smith

Questionnaire for Board Candidates

Name:
Board(s) for which you are applying:

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

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

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

To be involved in Fund raising activities

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

To make every activity fun for everyone

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

I like serving and being with people

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

page
ARIZONA

Request for City Council Action

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ALTERNATIVES CONSIDERED:

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ADVISORY BOARD RECOMMENDATION:

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STAFF RECOMMENDATION:

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ARIZONA
THE CENTER OF CANYON COUNTRY

RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE
16 SEP 12 PM 12:55

CITY OF PAGE
BOARD
APPOINTMENT APPLICATION

Name: Elizabeth Allan Smith	Date: Sept 10 2016
Street Address: 940 Grandview	P.O. Box: 2509
City: PAGE	State, Zip: AZ 86040
Work Phone: —	Fax: —
Home Phone: 928-614-0496	E-Mail: Libby032930@gmail.com

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

	ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES
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