



## *Request for City Council Action*

<b>Title:</b>	Resolution 1146-15 Amending the City of Page Land Sale Proceeds Policy		
<b>Meeting Date:</b>	July 22, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Manager	<b>Supporting Documents:</b>	Resolution 1146-15
<b>Prepared By:</b>	City Manager	<b>Presented By:</b>	City Manager
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Adoption of Resolution 1146-15 Amending the City of Page Land Sale Proceeds Policy.		

**BACKGROUND:** During budget discussions the City Council determined that as a result of allocating sales tax revenues towards the payment of the City's bond debt that it was no longer necessary to apply land sale funds to the Bond Debt Reduction Fund and directed that all future land sales should be placed into a Capital Projects Fund.

**STAFF RECOMMENDATION:**

- I move to introduce Resolution 1146-15 by title only
- I move to adopt Resolution 1146-15

**RESOLUTION NO. 1146-15**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING RESOLUTION NO. 1106-13 TO PROVIDE THAT THE PROCEEDS REALIZED FROM ALL FUTURE CITY LAND SALES SHALL BE PLACED IN THE CAPITAL PROJECTS FUND TO BE USED FOR THE SOLE PURPOSE OF FUNDING THE CITY'S CAPITAL PROJECTS.**

**WHEREAS, on January 9, 2013, the Mayor and Common Council passed and adopted Resolution No. 1106-13, wherein all proceeds from future land sales would be placed in a Bond Debt Reduction Fund and used exclusively for repaying the City's existing bond debt; and**

**WHEREAS, on July 23, 2014, the Mayor and Common Council passed Ordinance No. 616-14, wherein eighty-five percent (85%) of the revenues generated by the final one percent (1%) of the two percent (2%) tax increase established by Ordinance No. 457-03 were dedicated to repayment of the City's Series 2011 Bond debt; and**

**WHEREAS, the revenues generated by the eighty-five percent (85%) of the one percent (1%) tax are estimated to provide more than sufficient funds to pay off the City's existing bond debt at the initial call date of July 1, 2021; and**

**WHEREAS, the land sales proceeds are no longer needed to be used exclusively for repaying the City's bond debt; and**

**WHEREAS, the Mayor and Common Council desire to provide an additional dedicated revenue source for the construction and maintenance of the City's capital projects.**

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

**The Mayor and Common Council of the City of Page hereby amend Resolution No. 1106-13 to provide as follows:**

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, that proceeds realized from all future land sales RECEIVED IN FISCAL YEAR 2015-2016 AND THE FUTURE shall be placed in a ~~"Bond Debt Reduction Fund"~~ THE "CAPITAL PROJECTS FUND" to be used for the sole purpose of repaying the ~~City's existing bond debt~~ FUNDING THE CITY'S CAPITAL PROJECTS.**

**BE IT FURTHER RESOLVED that the Finance Department establish a ~~"Bond~~**

Resolution No. 1146-15

Page 2

Debt Reduction Fund<sup>2</sup> MAINTAIN THE CAPITAL PROJECTS FUND for the purpose of receiving proceeds from future land sales.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

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

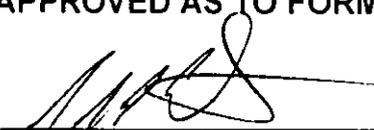
CITY OF PAGE

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY



*Request for City Council Action*

<b>Title:</b>	Bryan Hill to serve as Balloonmaster for the Page Lake Powell Balloon Regatta		
<b>Meeting Date:</b>	July 22, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Mayor	<b>Supporting Documents:</b>	E-mail correspondence and Council Communication from the Page Lake Powell Hot Air Balloon Regatta Committee
<b>Prepared By:</b>	Mayor Diak	<b>Presented By:</b>	Mayor Diak
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to approve Bryan Hill as Balloonmaster for the Lake Powell Balloon Regatta		

**BACKGROUND:** See attached e-mail correspondence and Council Communication from Page Lake Powell Balloon Regatta Committee.

**PAGE LAKE POWELL BALLOON REGATTA COMMITTEE RECOMMENDATION:** Continue with Bryan Hill as Balloonmeister aka Air Boss.

**STAFF RECOMMENDATION:** In connection with the joint effort between the Balloon Regatta Committee and the City of Page for the annual Lake Powell Hot Air Balloon Regatta, I move to appoint Bryan Hill as the City of Page appointed Air Boss or Balloonmeister for the Annual Lake Powell Hot Air Balloon Regatta and to carry out such duties in his capacity as a City employee from year to year until such time as Mr. Hill no longer desires to serve as the Air Boss or Balloonmeister and contingent upon the Balloon Regatta Committee securing the necessary resources to conduct the event.

## FW: Page Lake Powell Balloon Regatta - Change in Status - Liability



Thu 7/2/2015 10:57 AM

**From:** Bryan Hill**To:** Deedee Sadler**Cc:** Page Mayor, Crystal Prentice, Joe Estes

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Hi Deedee,

As discussed in the email below sent June 2, I am willing to continue to serve the role as Balloonmeister for the Page Lake Powell Balloon Regatta committee but only with the agency protection of the City of Page and at the desire of Page City Council. Accordingly, I attached a Council communication that would need to come from the committee to City Council. Suggest sending to either the Mayor or the City Manager once the committee approves.

If however the Committee would prefer to go another direction that is also fine, please let me know of any existing documents I can provide. Either way there are other details to discuss, lets please plan to get together.

July 1 is the date on which I have historically targeted to send out invitations to pilots, (they need advance notice to plane their schedules); accordingly I suggest timely action is necessary if the 2015 event is going to take place.

Thanks

Bryan

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**From:** Bryan Hill [mailto:[bryan@pageutility.com](mailto:bryan@pageutility.com)]

**Sent:** Tuesday, June 02, 2015 10:58 AM

**To:** 'Deedee Sadler'; 'Carol Hoffman'; '[garygodfrey14@yahoo.com](mailto:garygodfrey14@yahoo.com)'; 'Carol Hoffman'; 'Sharon Buck'; 'Wicklund LeRoy G'; 'Erin Lively'; Courtney Varner ([courtneymarie2662@gmail.com](mailto:courtneymarie2662@gmail.com))

**Cc:** Page Mayor; Crystal Prentice; Lee McMichael; Joe Estes ([cityattorney@cityofpage.org](mailto:cityattorney@cityofpage.org)); Rick Yanke ([rick.yanke@encompass-az.org](mailto:rick.yanke@encompass-az.org))

**Subject:** Page Lake Powell Balloon Regatta - Change in Status - Liability

Dear Balloon Regatta Committee & Mayor Diak,

With some members of the Balloon Committee voting to organize separate from the City of Page, there are a couple matters to address:

**1) Risk and Liability:** The Page Lake Powell Balloon Regatta is an aviation event and accordingly Risk Management and Liability must be considered:

If the Regatta Committee would like me to continue the duties as event Balloonmeister, the committee must request my services from Page City Council as a city employee. *(The trend, I am learning, is to personally name the 'Air Boss' / 'Balloonmeister' in an aviation event accident lawsuit; therefore the City of Page will need to ensure that adequate aviation event insurance is in place with Bryan Hill and the City of Page specifically named on the event policy, and the City will hold me Harmless and Indemnify me as the event Air-Boss/Balloonmeister functioning on-behalf of the City of Page.)* If desired, the request from the Balloon Regatta Committee to Page City Council is to appoint/assign me, Bryan Hill, as the 'Air Boss' aka 'Balloonmeister' to the Page Lake Powell Balloon Regatta event: **It is understood that I will receive zero additional compensation** but will function as a City employee (for the benefit of Page). Under this new separate structure, I will not participate with the committee's planning & strategy processes; my duties will be limited to event Balloonmeister to include: 1) Recruit up to 60 qualified Hot Air Balloon Pilots with Hot Air Balloons capable of meeting the sponsor requirements in the Pilot Agreement; 2) provide pilots with weather and updated area information relevant to aircraft ops; 3) schedule/conduct flight & tethered aircraft operations; 4) file event airspace NOTAM with FAA Flight Service 5) verify each participating pilot and declared aircraft are adequately insured during the dates of the event per the Pilot Agreement.

If Page City Council is unwilling to burden the risk of appointing me, or if the Balloon Regatta Committee would simply prefer to engage another pilot as Balloonmeister then please advise. Strongly suggest this decision/action is taken before July 8 (when pilot invitations are typically sent out). If another Balloonmeister is selected/needed, I would be happy to provide editable electronic documents including: participating Pilot List, Pilot Wait-list, Pilot Invitation, and Pilot Agreement forms.

As with all past events, the committee will continue to arrange lodging for each participating pilot, provide

propane (for all flights and tethered operations), arrange launch area, and obtain event insurance all prior to sending out pilot invitations, additionally the committee will provide a pilot pack to each participating pilot, and also check in dinner, departure brunch, and Friday houseboats for participating pilots and their designated crew.

**2)** Suggest appointing a member of the committee to work closely with the City Manager to arrange traffic control and coordinate the use of City facilities & staff for event support. Further suggest the committee seek to use fairway 5 & 6 on Lake Powell National Golf Course for a launch & tailgate area, the old golf course we have traditionally used has deteriorated below adequate standards.

With having started and continuously working this event from its beginning in 2003, it is my hope the committee and the City of Page will work together to continue this event for many years to come.

Thank you

BRYAN HILL PE

General Manager

Page Power & Water

640 Haul Rd.

PO Box 1955

Page, AZ 86040-1955

Office: 928-645-2637

Cell: 928-660-8441

Fax: 928-645-5322

[bryan@pageutility.com](mailto:bryan@pageutility.com)

**Attachments:**

- Balloon Regatta Appointment.doc

## COUNCIL COMMUNICATION

MEETING DATE: July 22, 2015

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**DATE:** July 9, 2015

**TO:** Honorable Mayor Bill Diak & Page City Council

**FROM:** Page Lake Powell Hot Air Balloon Regatta Committee

**SUBJECT:** Page Lake Powell Hot Air Balloon Regatta – Balloonmeister Appointment

### SUMMARY/BACKGROUND:

The Page Lake Powell Hot Air Balloon Regatta started with 12 Hot Air Balloons in November 2003. The event's beginning was carried out by a small group of volunteers and in conjunction with the Page Lake Powell Chamber of Commerce Board & Executive Director. This annual event is conducted during the first full weekend of November each year and has grown to 60 Hot Air balloons in 2013.

The event's goal is to create a realizable increase in commerce during Page's "shoulder season", and develop notoriety for Page with regional media and the travel industry. Over the 12 years of Regatta's history, it is believed by many that the Regatta has successfully accomplished these goals. The event's expenses are voluntarily funded by the Page Business Community through "Balloon Sponsorships". No City of Page funds have ever been provided directly to the Regatta committee (*the Regatta has never requested*) however the City of Page Tourism does purchase the Event Insurance Policy (with the City of Page as Named Insured); and Tourism organizes/funds the event's marketing independent of the Regatta Committee. Further the City of Page provides public safety, property, and other resources to help facilitate the event.

The organizational history of the Regatta has been rocky and unstable. After the first couple of years some members of the Chamber Board and the Director believed that the Chamber should not be involved with events. Accordingly, the Regatta committee at that time (*largely comprised of Chamber Board members who believed the Regatta was too important for Page to fail*) filed an IRS 501C3 application forming a new Regatta entity. The Regatta conducted two more events as a '501C3 application entity' when it was dealt another hard blow from the IRS with the rejection of the 501C3 application and a bill for back taxes. At this point the Regatta committee fell apart but was quickly reorganized with far fewer volunteers under City of Page Tourism. The Tourism Director at the time also believed the Regatta was too important for Page to simply go away.

Up until 2014 the Regatta committee maintained itself as a sub-committee under Page Tourism. The City of Page served as the Regatta's fiscal agent and legal entity. In May 2015, some of the members of the Regatta Committee desired to leave Page Tourism and requested the funds from Page City Council and accordingly the Regatta is no longer a City of Page event.

From the 2003 start of the event, Bryan Hill has served as the event's 'Air Boss' (*commonly referred to as 'Balloonmeister' at Hot Air Balloon shows*). The Balloonmeister's duties include; 1) recruit up to 60 - FAA licensed & reputable Hot Air Balloon Pilots with Aircraft; 2) develop the event pilot schedule; 3) ensure dates, named pilot, declared aircraft N-number, and limits of liability on each pilot's insurance; 4) serve as a liaison to FAA Flight Standards Office (Las Vegas); 5) issue FAA airspace NOTAM; 6) provide morning flight briefings including weather; 7) make go – no go decision on event's flight and tethered operations.

As an aviation activity, there are inherent risks involved with a Hot Air Balloon event. Though the Regatta event has enjoyed an overall good safety record, over the years there have been some minor injuries. If a future injury were to result in a lawsuit, it has become commonplace to personally name the event Balloonmeister in the lawsuit. With the new status of the Regatta now no longer under the City of Page, Bryan Hill is willing to continue to carry out the duties as the event's Balloonmeister as an unpaid volunteer but requires the Risk Management and Coverage of the City as his current status as a City employee. The Balloon Regatta committee is requesting Page City Council to appoint Bryan Hill as the event Balloonmeister on behalf of the City of Page.

**SUGGESTED MOTIONS:**

I move to appoint Bryan Hill, General Manager of the City of Page's Page Utility Enterprise to continue the duties of the Page Lake Powell Balloon Regatta Air Boss, also known as Balloonmeister. This appointment shall be carried out as a City of Page employee with zero additional compensation. This appointment is contingent upon the Page Lake Powell Balloon Regatta committee, which is no longer part of the City of Page Tourism, securing all resources necessary to conduct the event.

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Deedee Sadler – Chairperson Page Lake Powell Balloon Regatta

fw: Insurance for Balloonmeister

Mon 7/13/2015 10:09 AM

**From:** Crystal Prentice

**To:** Mayor Bill Diak, Bryan Hill



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J. Crystal Prentice  
City Manager

City of Page  
P.O. Box 1180  
Page, AZ 86040  
928.645.4241 (Office)  
928.645.4244 (Fax)  
928.660.3476 (Cell)  
[www.cityofpage.org](http://www.cityofpage.org) (<http://www.cityofpage.org>)

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**From:** "Kay Eddlemon" <[kay@cityofpage.org](mailto:kay@cityofpage.org)>  
**Sent:** Monday, July 13, 2015 9:38 AM  
**To:** "Crystal Prentice" <[citymanager@cityofpage.org](mailto:citymanager@cityofpage.org)>  
**Subject:** Insurance for Balloonmeister

Hi Crystal,

This is Travelers answer:

As long as he is an employee of Page, and is acting within the scope of his employment duties for Page then he is covered for both WC and liability. Page should consider his being the balloonmeister as part of his employment duties.

Thank you,  
*Kay L. Eddlemon*  
Human Resources Director  
Risk Manager  
City of Page  
697 Vista Avenue  
PO Box 1180  
Page, AZ 86040  
928-645-4231 (W)  
928-645-4233 Fax  
[kay@cityofpage.org](mailto:kay@cityofpage.org)



*Request for City Council Action*

<b>Title:</b>	Commercial Waste Hauler Licensing Rules and Regulations		
<b>Meeting Date:</b>	July 22, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Attorney	<b>Supporting Documents:</b>	Agreement for Residential Solid Waste and Recyclables Collection Removal
<b>Prepared By:</b>	City Attorney	<b>Presented By:</b>	City Attorney
<b>Reviewed By:</b>	City Attorney	<b>Approved By:</b>	City Attorney
<b>Proposed Action:</b>	Approval of Amended Agreement for Residential Solid Waste and Recyclables Collection		

**BACKGROUND:** Pursuant to Ordinance 615-14, the City Council approved changes in the City’s Code that repealed Chapter 9, Article 2 Subsection 1 of the Code of the City of Page entitled Garbage Collection “Exclusive Right” and replaced it with a new ordinance. This change to the City’s Code was necessary given a statutory change in ARS §49-746 in late 2010 concerning the restriction of competition in commercial waste management. Prior to the 2010 change, cities with populations under 60,000 could maintain exclusive rights to garbage collection for both residential and commercial waste management. With the 60,000 population limitation removed, Page is now obligated under the statute to allow for competition in commercial waste collection.

The City’s contract for solid waste collection removal (the “**Contract**”) with Allied Waste Services of Page, Inc. (“**Allied**”) originally provided for exclusivity in the collection of commercial waste, however, because of the above noted changes to State statute in 2010 and the City’s subsequent changes to City Code, the Allied contract required revisions to remove language concerning commercial garbage collection. Additionally, at the March 11, 2015 meeting, Allied requested an annual CPI rate increase, which lead to discussion by Council concerning the language in the contract regarding annual increases or decreases (paragraph 3.03 of the Contract), which were addressed in the amendments to the Contract. Through numerous discussions with Allied, it is proposed to simplify paragraph 3.03 and have it provide for increases or decreases pursuant to only the Consumer Price Index for Western Cities (the “**Index**”) as compared to the Index for the 12 months preceding, and setting the current rate at \$21.00 per month for residential service. An additional amendment to the Contract lowers the monthly free dumping service weight for residential customers from 1000 lbs per month to 500 lbs per month.

**BUDGET IMPACT: None.**

**ALTERNATIVES CONSIDERED: N/A**

**ADVISORY BOARD RECOMMENDATION: N/A**

**STAFF RECOMMENDATION:**

- **I move to approve the Agreement for Residential Solid Waste and Recyclables Collection Removal by and between the City of Page and Allied Waste Services of Page, Inc.**

AMENDED AGREEMENT

FOR

RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION REMOVAL

by and between

THE CITY OF PAGE

AN ARIZONA MUNICIPAL CORPORATION

And

ALLIED WASTE SERVICES OF PAGE, INC.

AN ARIZONA CORPORATION

Dated as of July 22, 2015

**AMENDED AGREEMENT FOR RESIDENTIAL SOLID WASTE AND  
RECYCLABLES COLLECTION REMOVAL**

This Amended Agreement for Residential Solid Waste and Recyclables Collection Removal (the “**Agreement**”), is made and entered into on the 22<sup>nd</sup> day of July, 2015, (the “**Effective Date**”) by and between the CITY OF PAGE, a municipal corporation existing pursuant to the laws of the State of Arizona (hereinafter called “**City**”), and ALLIED WASTE SERVICES OF PAGE, INC., an Arizona corporation (hereinafter called “**Contractor**” or “**Allied**”), which repeals and replaces the Agreement between the Parties dated January 27, 2011.

WITNESS THAT in exercise of their powers, and in consideration of the mutual covenants, herein contained the City and the Contractor agree as follows:

**SECTION 1. Recitals and Definitions.**

- 1.01. In furtherance of the governmental functions of the City, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of garbage and rubbish in the City, has determined, after receiving sealed bids, pursuant to published notice, that the best interest of the City would be served by the employment of the Contractor for this purpose and the Contractor is willing to render the service of collection, transportation, and disposal of garbage and rubbish within the City upon the terms and conditions set out herein.
- 1.02. The “Contract Documents” consist of the RFP Specifications, the RFP Response of the Contractor, and this Agreement. In the event of a conflict between this Agreement and the RFP Specifications or the RFP Response of Contractor, this Agreement shall prevail.
- 1.03. The City and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.
- 1.04. For purposes of the Contract Documents, the following words and phrases shall have the meaning given herein unless their use in the text of this Agreement. Documents clearly demonstrate a different meaning. The words shall have the following meanings even if not capitalized.
  - 1.04.1 “**Solid Waste**” means all putrescible, non-putrescible, solid and semi-solid wastes, including Garbage, Rubbish, Ashes, Manure, street cleanings, dead animals, and industrial wastes, but not human excreta or Unacceptable Waste.
  - 1.04.2 “**Garbage**” means every accumulation of animal, vegetable, and other matter that attends the preparation, handling, consumption,

storage, or decay of food, or any plant and animal matter including meats, fish, fowl, birds, fruit, vegetable or dairy products, and the waste wrappers of containers thereof.

- 1.04.3 “*Ashes*” means any residue, other than salvage, from the burning of any combustible material.
- 1.04.4 “*Hazardous Waste*” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
- 1.04.5 “*Rubbish*” means non-putrescible solid wastes, excluding ashes, consisting of both combustible and non-combustible wastes, such as paper, cardboard, waste metal, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.
- 1.04.6 “*Manure*” means animal excreta, including cleanings from barns, stables, corrals, pens, or conveyances used for stabling, transporting, or penning of animals or fowl.
- 1.04.7 “*Industrial Solid Waste*” means solid waste that results from industrial processes and manufacturing.
- 1.04.8 “*Service*” whenever used in this Contract, shall mean the furnishing of all vehicles, equipment, materials, labor and other facilities necessary to the performance of the Contract.
- 1.04.9 “*Household*” whenever used in this Contract, shall mean any dwelling or dwelling unit used for residential purposes, and shall include all one-family, two-family, three-family, or four-family mobile homes and residences.
- 1.04.10 “*Container*” whenever used in this Contract shall mean:

95 gallon wheeled trash containers supplied to all residential

customers

The 95-gallon containers will be repaired or replaced at no cost to the customer, as needed, for either normal wear and tear or Contractor neglect. Damage occurring due to customer neglect will be reviewed and charged to the customer on a case-by-case basis depending upon the cost to repair or replace the unit.

1.04.11 "**Recyclables**" whenever used in this Contract shall mean: Paper, plastics (all types that are marked with a numbered recycle symbol), aluminum, metals and cardboard. Glass is excluded.

1.04.12 "**Unacceptable Waste**" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

1.05. All the limits stated in the Contract are of the essence of the Contract.

## **SECTION 2. Service to be provided.**

2.01. The Contractor shall provide all labor, materials, equipment, facilities and service required for the collection and removal of all solid waste of residential origin within the jurisdiction of the City of Page, Arizona, under the terms and conditions of this Agreement, and in full compliance with the General Contract Conditions and Specifications that are a part hereof, for the period beginning the 1st day of July, 2015 and ending the 31st of December, 2025.

2.02. In consideration of the full and complete performance of this Agreement by the Contractor and all of the work and services to be performed hereunder in conformity with terms and conditions of this Agreement, the City agrees to collect fees for collection of solid wastes from all residents that use a residential container and City Facilities within the City and to make payments to the Contractor in accordance with this Agreement and the General Contract Conditions and Specifications.

2.03. As further consideration of this Agreement, the Contractor agrees to provide service to all City buildings, parts and other property as specified in the RFP that are attached hereto.

2.04. The Contractor agrees to provide all labor, equipment, facilities, and service required to provide for any City sponsored clean-up campaigns, as specified in the RFP, at no additional cost to the City. No more than two (2) such

clean-up campaigns shall be sponsored by the City during any calendar year.

- 2.05.** It is hereby understood that, by this Agreement, the Contractor is given an exclusive contract for the service to be rendered by it over all residential households within the City of Page for the term of this Agreement. This Agreement does not include contracts that may be separately negotiated by the United States government.
- 2.06.** The Contractor agrees that it will comply in all respects with all applicable ordinances, rules, regulations, and laws of the City of Page, Coconino County, State of Arizona, and the United States and all amendments thereto and with all of the General Contract Conditions and Specifications, and the Schedule of Rates made a part hereto.

### **SECTION 3. Fees and Rates.**

#### **3.01. Rates**

The following rates and classifications for rates shall apply for the duration of this Agreement, except as modified in section 3.03, both to existing and new accounts:

**A. Residential Rates**

The rate for residential collection as of the Effective Date of this Agreement is \$21.00

**B. Church Rates**

Churches will be allowed to use residential containers and charged the residential rate so long as the quantity of solid waste does not exceed the capacity of a residential container. If a commercial container is required Contractor will charge the church a commercial rate as it shall determine.

**C. City Rates**

Collection service for the City shall be paid at a rate negotiated between the Contractor and the City.

- D. Special Services.** As provided for herein, the Contractor is to provide special services consisting of a truck and two (2) men when requested by a residential account. The rate for special services may not exceed \$75.00 per hour with a minimum charge of \$20.00. The \$75.00 per hour will be prorated as per actual time expended.

Container Delivery charges will be a flat rate of \$50.00.

- E. Special Services Requiring the Use of Commercial Containers.** If commercial containers are requested as part of a special service

arrangement, the special services charge for delivery of the commercial container may not exceed \$50.00. Additional charges may be collected for each pick up (based upon container size) and disposal fee.

- F. Multiple Family Dwellings Excluding Apartments, Motels, Hotels and Hometels. Multiple family dwellings limited to duplexes, triplexes and fourplexes will be allowed the option of residential rates the same as single family dwellings, except, that if a commercial container is requested it will be billed at the commercial rate.
- G. Residential Administrative Costs

A certain portion of the residential and church rate collected by the City will be used to pay the costs of billing and collection services.

The above stated rates include all charges for the solid waste collection and waste transfer services. Special services will be provided by Contractor at separately negotiated rates approved by the City.

### **3.02. Collection of Fees**

Billing for, and collection of the fees for solid waste pickup services, supplied to residential customers, churches and City departments within the City will be the responsibility of the City. Billing for special services will be the responsibility of the Contractor.

### **3.03. Annual Price Adjustments**

The rates set forth in Section 3.01 above are valid through until March 1, 2016. On March 1<sup>st</sup>, 2016 and every year on March 1<sup>st</sup> thereafter through the end of this Agreement, the rates shall be adjusted in an amount equal to the percentage of increase or decrease in the in the Consumer Price Index for Western Cities (the "Index") as compared to the Index for the 12 months preceding.

## **SECTION 4. GENERAL CONTRACT CONDITIONS AND SPECIFICATIONS**

### **4.01. Execution, Correlation and Intent of Documents**

The Contract Document shall be signed in triplicate by the City and the Contractor. The Contract Documents are complimentary, and what is called for by any one (1) shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, transportation, and facilities required for the proper performance of the service. Materials, equipment and other facilities described in words, that so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

#### **4.02. Contractor's Understanding**

It is understood and agreed that the Contractor has, through careful examination, satisfied itself as to the nature and extent of the work. The type of equipment and facilities needed for the performance of the service, the specific and local conditions of the City, the accuracy of all figures and statistics provided in the supportive documents, the applicable laws and ordinances, and all other matters, that can in any way, affect the service under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

#### **4.03. Equipment and Vehicles**

All vehicles, tools, and other equipment employed in performing the service shall be maintained in a clean and sanitary condition free from rust and painted as frequently as needed.

The collection and removal of solid wastes shall be by means of vehicles supplied by Contractor and having covered bodies and approved compaction equipment, so constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicles, and all such vehicles shall be completely and securely covered, except when loading or unloading, so that no part of the contents thereof shall be exposed to view.

The type (i.e., side or rear- loader), brand name, or actual size of vehicle to be used shall be of a common nature normally used in the residential collection of solid wastes, the specific choice of that shall be the prerogative of the Contractor.

All vehicles, tools, and other equipment employed in performing the services shall be maintained in a safe condition conforming to all State and Federal occupational safety requirements.

All vehicles and containers owned by the Contractor shall display the Contractor's name and phone number on both sides of the vehicles and either the side or the front of the container.

All of Contractor's vehicles shall be radio dispatched in order to effectively remedy complaints and provide services.

#### **4.04. Subcontracts**

Contractor shall not, without prior written approval of the City, sublet or assign any portion of the service to be performed.

#### **4.05. Performance Bond**

No later than ten (10) days before the Effective Date of the Agreement, the Contractor shall furnish to the City and maintain during the term of the Contract, a performance bond securing the Contractor's faithful performance of its obligations under this Agreement.

The principal sum of the bond shall be five hundred thousand dollars (\$500,000).

The performance bond shall be payable to the City. The bond shall be executed as surety by a federally accredited banking institution or corporation admitted to issue surety bonds in the State of Arizona, regulated by the Arizona Insurance Commissioner, and with a financial condition and record of service satisfactory to the City.

The term of the bond shall be not less than twenty-four (24) months. The bond shall be extended, or replaced by a new bond in the same principal sum for the same term (i.e., twenty-four (24) months) and in the same form, bi-annually thereafter. Not less than ninety (90) days before the expiration of the initial, or any subsequent, bond(s), Contractor shall furnish a replacement bond.

#### **4.06. Contractor's Liability Insurance**

The Contractor shall maintain liability insurance insuring the City and the Contractor with regard to all damages resulting from the execution of this Contract as follows:

- A. Workmen's Compensation Liability Insurance – Statutory limits
- B. \$2,000,000.00 dollars combined single limit liability insurance for bodily injury and property damage, naming the City as additional insured to the extent of Contractor's negligence and providing the City with additional insured endorsement for any and all policies.
- C. Pollution (Environmental Impairment) Liability – Contractor shall maintain pollution liability insurance coverage of not less than three million dollars (\$3,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.
- D. Contractor shall also furnish the City with certificates of such insurance that shall be subject to approval by the City Manager for adequacy, of protection.

Each policy shall contain a requirement that, in the event of change or cancellation, ten (10) days prior written notice shall be sent by mail to the City. In each case, a certificate of Insurance describing the coverage shall be furnished by the Contractor and shall contain appropriate wording to the effect that the policies described cover the Contractor's operation under this Agreement.

The Contractor shall indemnify and save harmless, the City from and against all loss, damages, costs or expenses that it may incur by reason of any acts or alleged negligent acts or omissions or willful misconduct of Contractor, its agents or employees in the performance of this Agreement.

#### 4.07. Extension of Service

The service shall be extended to all new or additional residential units immediately upon request for service.

#### 4.08. Termination

##### A. Right to Suspend or Terminate upon Default.

- (1) Upon any Contractor Default, the City may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty 30 days after the City has given notice of suspension or termination to Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public, such as the failure to collect Solid Waste for the period of time specified in Section 4.08.B.II. Notice may be given orally, in person, or by telephone to the representative of Contractor designated herein (or if he/she is unavailable, to a responsible employee of Contractor) and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty four (24) hours of the oral notification. Contractor shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms.
- (2) City may also suspend or terminate this Agreement, upon the same notice provisions, if Contractor's ability to perform is prevented or materially interfered with by a cause which excuses non-performance under Section 4.08.I despite the fact that non-performance in such a case is neither a breach nor a Contractor Default.

##### B. Event of Default. Each of the following shall constitute an event of default ("Contractor Default")

- (1) Contractor fails to perform its obligations under any section of this Agreement and its failure to perform is not cured within ten (10) days after notice from City provided that if the nature of the breach is such that it will reasonably require more than ten (10) days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections II through V.
- (2) Contractor ceases to provide collection and transportation services for a period of two (2) business days for any reason within the Contractor's control, including labor unrest such as strike, work

stoppage or slowdown, sickout, picketing, or other concerted job action by Contractor's employees.

- (3) Contractor files a voluntary petition for relief under any bankruptcy insolvency or similar law or an involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law which remains undismissed or unstayed for ninety (90) days.
  - (4) Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) days before expiration of the performance bond, or fails to maintain all required insurance coverage in force.
  - (5) Contractor fails to provide reasonable assurance of performance when required hereunder.
- C. Specific Performance. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.
- D. Damages. Contractor shall be liable to City for all direct, indirect, special and consequential damages arising out of Contractor's Default. This section is intended to be declarative of existing Arizona law.
- E. City's Remedies Cumulative. City's rights to suspend or terminate the Agreement under Section 4.08.A, to obtain specific performance under Section 4.08.C are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have, including a legal action for damages under Section 4.08.D imposition of liquidated damages under Section 4.08.F, or forfeiture of performance bond required pursuant to Section 3.5 of the RFP.
- F. Liquidated Damages. The parties acknowledge that consistent courteous and efficient collection of Solid Waste is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service, commitment in entering into this Agreement. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if Contractor fails to achieve the performance standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, the parties agree that the liquidated damage amounts of \$500.00 per violation represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the

sums to the range of harm to City and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

Contractor agrees to pay as liquidated damages and not as a penalty the amount set forth herein.

The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or agents and through investigation of customer complaints made directly to the City. Prior to assessing liquidated damages based on such observations or investigations, the City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/ non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/ non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City's Representative or his or her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/ non-performance. The City's Representative or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/ non-performance prior to authorizing the assessment of liquidated damages. The decision of the City's Representative or his or her designee shall be final.

The City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude the City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

- G. City Default. The City shall be in default under this Agreement ("City Default") in the event the City commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, the City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

In the event of an asserted City Default, Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in Default.

- H. Assurance of Performance. If Contractor (i) persistently suffers the imposition of liquidated damages under Section 4.08.F (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional

or local agency for violation of an Environmental Law in the performance of this Agreement, or (iv) performs in a manner that causes City to be uncertain about Contractor's ability and intention to comply with this Agreement, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require.

I. Force Majeure. Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party's employees (including strike, work stoppage, slowdown, sickout, picketing, or other concerted job action) or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this Section must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other party in writing as provided herein.

(1) Obligation to Restore Ability to Perform. Any suspension of performance by a party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

(2) Notice. The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.

J. Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venturer with City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

K. Assignment. Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

(1) Agency Consent Required. Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default.

(2) Assignment Defined For the purpose of this Section, "assignment" shall include, but not be limited to, (i) a sale, exchange or other transfer to a third party of substantially all of Contractor's assets dedicated to service under this Agreement; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a person who is not a shareholder as of the Effective Date which results in a change in control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership or change of control of Contractor.

(3) Consent Requirements. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

i. Contractor shall pay City its reasonable expenses for

attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment;

- ii. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- iii. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste / recycling management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste and all Environmental Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

- (4) No Obligation to Consider. City will not be obligated to consider a proposed Assignment if Contractor is in default.

#### **4.09. Disputes**

In case any disagreement shall arise between the parties hereto or any person claiming under them in relation to this Agreement, whether as to the construction or operation thereof or the respective rights and liabilities thereunder, such disagreement shall be referred to three (3) arbitrators, one (1) to be appointed by each party, and the third to be appointed by the two (2) so by the parties appointed; and the award in writing signed by any two (2) of them shall be final; provided that such award shall be made within sixty (60) days after the reference to the said arbitrators. If either party shall refuse or neglect to appoint an arbitrator within ten (10) days after the other shall have appointed an arbitrator, then the arbitrator so appointed by the first party shall have power to proceed to arbitrate and determine the matters of disagreement as if it were an arbitrator appointed by both parties hereto for that purpose, and his award in writing signed by it shall be final; provided that such award shall be made within thirty (30) days after such refusal or neglect of the other party to appointed arbitrator.

#### **4.10. Contractor's Maintenance of Office**

The Contractor shall, at all times during the performance of the Contract, maintain an office in the City of Page, the address and phone number of that shall be filed with the City Clerk and published in the local telephone directories.

This office shall be staffed and open to the public during normal working days and hours (8:00 a.m. to 4:00 p.m. – Monday through Friday). All complaints, questions or requests regarding service shall be received and processed by the Contractor at its office within one business day of receipt of the complaint. Only complaints regarding this Agreement shall be referred to City offices.

#### **4.11. Financial Arrangement – Payment**

- A. Payments to be made to the Contractor shall be for monthly periods and shall be based on the number of dwelling units that are receiving service. The City shall provide monthly updates to the Contractor specifying the number of residences with utility service. The Contractor will use the information provided by the City to create its monthly bill to the City for residential service.
- B. Payments to the Contractor shall be made by the City on a monthly basis with the first payment to be made within forty-five (45) days from the commencement date and each month thereafter by the same day of the month as the first payment was made.
- C. If and when the City of Page allows pro-ration of billing for water and sewer services, such pro-ration will be allowed for solid waste pickup and the Contractor's fees shall be pro-rated.

#### **4.12. Scope of Service**

The Contractor shall collect, remove, and dispose of solid waste and recyclables from all households in the City and from all City property for the period of fifteen years inclusive. For the Contract price as set forth in the Schedule of Rates, the Contractor shall collect, remove, and dispose of all solid waste and recyclables upon the following schedule, to wit:

- A. Normal household accumulation of solid waste in containers (as defined in General Contract Conditions and Specifications), once per week, with no collections on Sunday, at all family dwellings. Normal household accumulation of recyclables collected once per week. Collections will be made from the curb of the street, or other point accessible to the pickup vehicle.
- B. Normal accumulation in containers (three [3] cubic yard capacity containers or 95 Gallon Containers) at multiple-family dwellings (a building or group of buildings under common management having five [5] or more dwelling units) at a frequency that is comparable in quality to service provided

single-family dwelling units, service frequency to be based on the nature of the solid waste and the number of containers desired by the management of the multiple-family dwelling units or business establishments or as the City Code may require.

- C. Normal accumulation in containers (three [3] cubic yard or 95 gallon Containers) and litter cans at all City Buildings, parks, and property at a frequency that is comparable in quality and quantity to service provided to single-family dwelling units.
- D. The Contractor shall collect the accumulation of any additional large items at the curb of the street as part of any City sponsored clean-up campaign; the Contractor to provide vehicles, equipment and labor.
- E. Under normal circumstances, no residential pickups shall occur before 6:00 a.m. or after 6:00 p.m. on any scheduled collection route. No pick-up service shall occur on Sunday, or on the holidays agreed upon by the City and the Contractor.
- F. Holiday Schedule. Following is a list of Holidays that the Contractor and its employees will celebrate. On these days, no trash service will be provided and the Transfer Station will not be open. For residential trash, the pickup schedule will be delayed by one day following the holiday with Friday's service being provided on Saturday.

HOLIDAY LIST:

New Years Day  
Thanksgiving Day  
Christmas Day

- G. Title to Waste. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor and shall remain with the generator of such waste.

**4.13. Additional Service**

Contractor may collect, remove, and dispose of solid waste as may be requested by individual householders, in excess of the scheduled pickups at rates established by the Contractor. Contractor may also collect, remove, and dispose of other solid waste such as, but not limited to, large dead animals and automobiles for that a dismantling permit has been issued at the rates established by the Contractor. Contractor shall bill and collect for any such excess pickups or services.

**4.14. Collection Schedule/Routes**

The Contractor may establish any schedule that is suitable to its operations and consistent with prompt and complete performance of the service, for collection in various sections of the City, provided that, services are performed on the same days of each week with at least

48 hours between collections, except in emergencies.

The Contractor's collection schedule shall be filed with the City. If a change in the schedule of record is anticipated, the Contractor shall provide adequate notification (i.e., newspaper advertisements or fliers) to the customers prior to the change taking effect. Any expenses incurred in providing this notification shall be the responsibility of the Contractor.

Collection of solid waste and recyclables shall be made at the curb of the street at each single-family residence unless other arrangements are made as allowed herein.

#### **4.15. When Contractor Is Not Obligated To Collect**

The Contractor shall not be obligated to collect and remove solid waste that has been deposited for collection by the householder in a manner not consistent with City ordinances, rules or regulations and the Contractor's operation policies.

Specifically:

- Trash or recyclables that is not contained in the container or that protrudes excessively above the top of the container.
- When a residential container has been damaged due to neglect or misuse, the Contract may, at its discretion, charge the resident \$75 to cover the cost of replacement.
- Waste that includes Unacceptable Waste.

#### **4.16. Delays and Damages**

[The major provisions of this section are also covered by sections 4.3.9 through 4.3.19 from the RFP and can replace this section in its entirety.]

#### **4.17. Permits and Licenses**

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain them in full force and effect.

#### **4.18. Inspection**

All services shall be subject to inspection, examination, and test by the City at any and all times during the term of this Agreement. The City shall have the right to reject defective services and to require their correction. Rejected services shall be satisfactorily corrected without charges. If the Contractor fails to proceed to correct the defective services, the City may proceed to correct the defective services. In the event the City proceeds with corrective work all direct costs occasioned in the performance of the corrective work shall be withheld and deducted from any payments due the Contractor.

## Section 5. ADMINISTRATION

### **5.01. Contract Person**

Contact person for this Agreement is:

Kevin Barnes	Telephone #	(928) 645-3885
Operations Supervisor		(928) 614-4380 (cell)
Allied Waste of Page	Fax:	(928) 645-2206
P. O. Box 4719		
Page, Arizona 86040		

### **5.02. Solid Waste Collection Service**

Contractor will continue to provide solid waste and single-stream recycling collection service once time per week for each service to residential customers in full accordance with the minimum standards set forth in the City's RFP and all State and Federal regulations for solid waste collection. Contractor's residential collection equipment will accommodate 95 gallon wheeled trash containers. All residential customers will be required to use the 95-gallon containers unless special arrangements are made with Contractor.

### **5.03. Unforeseen and/or Catastrophic Changes**

City and Contractor recognize the potential for significant changes in regulations or conditions, which may fall outside the bounds of the proposed contract. For this reason a contract review will occur at least every three (3) years during the period of the Agreement calculated from the inception date of the Agreement. These changes any include but are not limited to EPA or ADEQ regulatory issues, economic factors impacting solid waste disposal, changes in disposal sites, recycling developments, Contractor's performance, increases in operational costs, and energy options. Contractor and City will provide each other of written notice of such factors and changes. Either party may request review of the entire Agreement by notifying the other in writing in the event significant changes occur prior to the normal review period. Within 30 days of said written notice from either party, the City and Contractor will attempt to negotiate an amendment to the Agreement to address and cover such changes. If the parties cannot reach an agreement, either should be able to request mediation of the issue. If negotiation and mediation fail to resolve the problem within 90 days of the written notice, either party should be able to call for binding arbitration.

## SECTION 6. Transfer Station Facilities

### **6.01. Transfer station cost**

Contractor will maintain a transfer station is maintained in full compliance with all applicable City rules, regulations and ordinances, county, state and federal laws.

## **6.02. Operation**

- A. Contractor will operate the transfer station in full accordance with the minimum standards set forth in the City's RFP and all State and Federal regulations for solid waste disposal.
- B. Contractor will control dumping of Hazardous Waste by following the Hazardous Waste Exclusion Program. Disposal of all accepted Hazardous Waste will be contracted with a specialized service provider, and Contractor shall have no obligation to collect Hazardous Waste. The cost of this service will be billed as a special charge to the resident that generated or is generating the Hazardous Waste, on a case-by-case basis.
- C. Contractor will fuel and maintain transfer station vehicles and equipment at the facility it owns to support its solid waste collection business.
- D. Contractor proposes to operate the transfer station facility eight hours a day, Monday through Friday and four hours on Saturday, excluding City approved holidays. Contractor proposes to transport the solid waste to a remote site with one employee. Back up for the above listed employees will be provided by Contractor's solid waste collection employees.
- E. All solid waste collected shall be disposed of in a designated and fully permitted subtitle D landfill. In addition to the general indemnity provided in this Agreement, Contractor agrees to take absolute ownership of all Solid Waste at the time of collection and shall indemnify, hold harmless and defend City against liability for any and all claims, demands, suits, actions, proceedings, loss cost and damages of every kind and description including any reasonable attorney fees and or litigation expenses arising from the waste disposal such as future contamination and pollution. Notwithstanding the foregoing, Contractor will not take title to Unacceptable Waste and shall have no indemnification obligations with respect to Unacceptable Waste.

## **6.03. Transfer Station Operation Cost**

A resident of the City of Page, by presenting a copy of their City water bill or other proper identification, may drop-off up to 500 pounds of residential solid waste per verified City address per month at no charge. Residents will pay the stated gate rate for every ton (prorated) over 500 pounds, with a minimum charge of \$10.00, for drop-off residential solid waste at the transfer station. Loads brought to the transfer station by anyone other than the homeowner will not be eligible for the free weight allowance. Regardless of point of origin, all loads presented for disposal at the transfer station that are not covered or contained in such a manner as to prevent the spilling, dropping or blowing of waste material during transit will be charged a penalty equal to the regular cost of the transfer station fee for that load.

#### **6.04. Regulations**

All work proposed herein shall meet the current and future requirements of the Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ).

#### **6.05. Permits**

It is the Contractor's responsibility to obtain all necessary permits prior to the beginning operation. This includes City building permits, Coconino County requirements, transfer to and file consent letter and ADEQ operations permits.

#### **6.06. Reports**

The City of Page shall have the right to inspect the books and records of the Contractor with respect to operations at all times during the Agreement period during the regular business hours on the Contractor.

Additionally, monthly reports listing volume collected and volume transferred may be required in according with bid specifications.

#### **6.07. Out of City Collection**

The Contractor will be allowed to use the transfer station for out of City and commercial accounts.

### **SECTION 7. Miscellaneous**

**7.01. City Representative.** The City hereby designates the City Manager, to act as its representative as to all matters arising under this Agreement and the other Project Documents. The City may designate another representative in addition to or in lieu of said representative by a written notification, delivered to Contractor. Any person designated by or pursuant to this Section shall have the authority to act on behalf of the City as to all such matters.

**7.02. Arbitration.** All claims, disputes and other matters in question between Contractor and the City arising out of, or relating to, the Project Documents or the breach thereof, except for claims that have been waived by the making or acceptance of final payment, shall be decided by arbitration. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Unless (i) the Agreement has been terminated, (ii) the termination of the Agreement is a subject of pending arbitration proceedings or (iii) otherwise agreed in writing, Contractor shall carry on its responsibilities during any arbitration proceedings, and the City shall continue to make payments in accordance with this Agreement and shall continue to carry on its other responsibilities during any arbitration proceedings.

Each party shall be responsible for its own expenses related to any arbitration.

**7.03. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona;

**7.04. No Personal Liability.** All liabilities of the parties under this Agreement are solely corporate or municipal liabilities of Contractor and the City and to the extent permitted by law the City hereby releases each director, officer, employee or agency of Contractor and Contractor hereby releases each member of the governing body, official, employee or agent of the City of and from any personal individual liability under this Agreement.

**7.05. Limitation on Assignment.** Neither this Agreement nor any of the payments to become due under it shall be assigned in whole or in part by Contractor or the City.

**7.06. Entire Agreement.** This written agreement a final expression of the agreement between the parties hereto and such Agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

**7.07. Amendments.** This Agreement may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the City and Contractor. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

**7.08. Agreement for Benefit of Parties.** This Agreement shall be for the benefit of and shall insure to and bind the parties hereto. No other person or entity shall have any rights hereunder. Nothing in this Agreement shall create any contractual relationship between a Contractor, Vendor or subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any Contractor, Vendor or subcontractor, except as may otherwise be required by law.

**7.09. Notices.** Any notices required or permitted under this Agreement shall be sufficient if same is duly mailed by registered or certified mail, postage prepaid, and addressed as follows:

- A. If to the City:
  - City of Page, Arizona
  - P.O. Box 1180
  - Page, Arizona 86040
  - Attn: City Manager
  
- B. If to Contractor:
  - Allied Waste Services of Page
  - P.O. Box 2206
  - Page, Arizona 86040

Attn. Kevin Barnes, Operations Supervisor

With an addition copy to:  
Republic Services, Inc.  
Attn: Deputy General Counsel, West Region  
18500 N. Allied Way  
Phoenix, Arizona 85054

**7.11. Antidiscrimination**

The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by it because of race, creed, color, national origin, or disability.

**7.12. Contract Not a Franchise**

It is the understanding and intention of the parties that this Agreement shall constitute a Contract for the collection and disposition of refuse; that it shall not constitute a franchise; nor shall it be deemed or considered as such.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the day and year first above written.

**ALLIED WASTE SERVICES OF  
PAGE, INC.**

By \_\_\_\_\_  
Gordon Raymond, General  
Manager

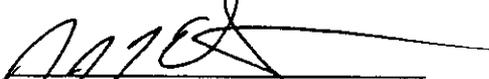
**CITY OF PAGE, ARIZONA**

By \_\_\_\_\_  
Bill Diak, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



*Request for City Council Action*

<b>Title:</b>	Page Community Center Board Appointment		
<b>Meeting Date:</b>	July 22, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other _Boards & Commissions	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Clerk's Department	<b>Supporting Documents:</b>	Appointment Application
<b>Prepared By:</b>	City Clerk, Kim Larson	<b>Presented By:</b>	Mayor Diak
<b>Reviewed By:</b>	City Clerk, Kim Larson	<b>Approved By:</b>	City Clerk, Kim Larson
<b>Proposed Action:</b>	Motion to appoint/reappoint _____ to the Page Community Center Board		

**BACKGROUND:**

Due to the resignation of Sharon Sparks Richardson there is one vacancy on the Page Community Center Board. An Appointment Application for the Page Community Center Board was received from Virginia Nicholas.

**BUDGET IMPACT:**

N/A

**ALTERNATIVES CONSIDERED:**

N/A

**ADVISORY BOARD RECOMMENDATION:**

N/A

**STAFF RECOMMENDATION:**

I move to appoint \_\_\_\_\_ to the Page Community Center Board with a term ending June 2016.



RECEIVED  
CITY OF PAGE  
CITY CLERK'S OFFICE

15 JUL -9 PM 3:57

**CITY OF PAGE  
BOARD  
APPOINTMENT APPLICATION**

Name: <i>VIRGINIA NICHOLAS</i>	Date: <i>7-8-15</i>
Street Address: <i>940 GunSight</i>	P.O. Box: <i>3063</i>
City: <i>PAGE</i>	State Zip: <i>86040</i>
Work Phone:	Fax:
Home Phone: <i>928-660-1562</i>	E-Mail: <i>V_nicholas@janus.com</i>

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

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

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

*I enjoy going to center for lunch and all that the center offers. I think the community center is a real asset to Page.*

Signature: *Virginia Nicholas*

## Questionnaire for Board Candidates

Name:	VIRGINIA NICHOLAS
Board(s) for which you are applying:	Community Center

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

I have lived in Page since 1998, I worked at The National Bank of Arizona for thirteen years before retiring in 2013.

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

The City Council should work with the Community Center to make sure that it is run properly and abides by required laws and ensure that center is an asset to Page.

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?

Since I use the center a lot so I want it to continue offering services it is doing at Present and come up with ideas to add to those services to see that it can offer even more benefits to the community

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


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

I am involved with the center and would like to add to its functioning for even more of the community.

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