



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda Town Council

Thursday, February 22, 2018

2:00 PM

Council Chambers

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by telephone conference call, pursuant to A.R.S. §38-431(4).

2. STUDY SESSION ITEMS

The Study Session is open to the public however the following items are scheduled for discussion only. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

18-091

**Interviews for Committee, Commission, and Board Appointments
3 Hours**

Staff Contact: Duncan Miller, 480-348-3610

3. EXECUTIVE SESSION

18-088

Discussion and consultation with the Town Attorney for legal advice regarding safety considerations related to hillside development as authorized by A.R.S. §38-431.03(A)(3).

18-085

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS*****9. CALL TO THE PUBLIC**

Citizens may address the Council on any matter not on the agenda. In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[18-090](#)**Minutes of Town Council Meeting February 8, 2018**[18-093](#)**Adoption of Resolution 2018-05 Establishing a Cellular Service Task Force**

Recommendation: Adopt Resolution 2018-05 creating a Cellular Service Task Force.

Staff Contact: Kevin Burke, Town Manager, 480.348.3690

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[18-064](#)

Award of Contract to Dynamark Monitoring, Inc for Alarm Monitoring Services

Recommendation: Authorize the Town Manager to execute a contract with Dynamark Monitoring, Inc for services related to the Police Alarm Monitoring Program.

Staff Contact: Chief Peter Wingert

[18-094](#)

Adoption of Resolution Number 2018-02; Mummy Mountain Preserve Trust Instrument Section Amendments

Recommendation: Adopt Resolution No. 2018-02 approving of the filing of a Court action to amend certain sections of the Mummy Mountain Preserve Trust Instrument.

Staff Contact: Andrew Miller, Town Attorney, 480-348-3526

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days.

[18-087](#)

Consideration of Requests for Future Agenda Items

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Kevin Burke, 480-348-3690

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. STUDY SESSION ITEMS CONTINUED**18-092 Discussion Regarding Expectations of Dockless Bike Share Operations - 30 Minutes**

Recommendation: Receive information on bike-share programs and articulate problems and expectations for management of the condition.

Staff Contact: Kevin Burke, Town Manager 480.348.3690

**18-089 Discussion of Policing Unruly Gatherings
30 Minutes**

Recommendation: Gather input and discussion on proposed ordinance for unruly gatherings.

Staff Contact: Peter Wingert 480 948-7410

**18-066 Discuss an Increase to the Budget for the APS District 30 Overhead to Underground Conversion and Associated Contract
30 Minutes**

Recommendation: Reallocate budget authority to the APS District 30 Conversion project.

Staff Contact: Paul Mood, P.E., Town Engineer

**18-086 Legislative Update
15 Minutes**

Staff Contact: Dawn Marie Buckland, Deputy Town Manager 480.348.3555

16. ADJOURN

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Action Report

File #: 18-091

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Duncan Miller, Town Clerk

DATE: February 22, 2018

DEPARTMENT: Town Manager

AGENDA TITLE:

Interviews for Committee, Commission, and Board Appointments

Council Goals or Other Policies / Statutory Requirements:

Governance - Town Code 2-5 - Council nomination and appointment of Volunteers in Paradise Strategy

RECOMMENDATION:

Conduct interviews for committee, commission, and board appointments.

SUMMARY STATEMENT:

On January 9, 2018, the Town Council discussed and approved a process for considering appointments and reappointments to the various committees, commissions, and boards. Residents were invited to apply for vacancies or potential vacancies on the Municipal Property Corporation, Board of Adjustment, Arts Advisory Committee, Mummy Mountain Preserve Trust, and the Public Safety Personnel Retirement System Board. A total of 19 applications were received by the February 9th deadline. All residents who applied will meet with the Council on either February 22 or March 8. Interviews are scheduled in 15 minute segments. Appointments will be made on March 22. The new terms will start in April.

Application materials for all candidates are attached to this report. Once the interview schedule has been finalized next week, a supplemental attachment will be provided.

ATTACHMENT(S):

1. Volunteers in Paradise Strategy
2. Committee Appointment / Reappointment Summary
3. Applications
4. Interview Schedule



Mayor's 2018 Volunteers in Paradise (VIP) Strategy

Goal: Establish the best possible volunteer organization to represent the interests of Paradise Valley residents.

Objective 1: Align volunteer organization to the needs of the town

Annual review of committee activities. This is currently being done throughout the year as special presentations to the Town Council during regular business meetings.

As-needed Town Council study sessions to evaluate committee purpose and need. If there is any concern about committee relevance or performance, Town Council to have study session to discuss.

Objective 2: Attract the best and brightest Paradise Valley residents to apply for volunteer positions

Increase visibility of, and recognition of, our volunteer groups. Seek opportunities to increase visibility of committee activities via available media channels and recognize committee achievements at regular business meetings. Recommend continuing volunteer service award program (5-year increments) and annual volunteer/staff appreciation holiday party.

Release quarterly "save the date" notices of volunteer sign-up and selection process. Maintain consistent time of the year for volunteer recruitment and selection. Publish this timeline at least quarterly in available media outlets.

Objective 3: Identify ways to improve existing volunteer resources

Town Council review of requests for reappointment. It is standard practice for the Town Clerk to contact committee members whose terms are expiring and ask them to submit a letter of interest in being reappointed. Typically these letters of interest are sent to, and reviewed by, the Mayor prior to the advertisement of upcoming committee vacancies. The recommendation is that those letters continue to be addressed to the Mayor, but are provided to the entire Town Council for consideration prior to the announcement of committee vacancies along with committee attendance records, and any other information that might assist the Town Council with its decision making process. Town Council to determine at an advertised study session meeting on the topic whether or not to grant reappointments and which committee vacancies are then to be advertised for.

Town Council study session with committee chairpersons and council liaisons (as requested - optional) to determine gaps or special needs of committees. The Town Council may wish to invite the committee chairperson, or other committee member, to a Town Council study session to help identify gaps or special needs of committees. This is currently being done with some committees at the time of candidate evaluation, but the recommendation is to move this up earlier in the process (pre-recruitment phase) to identify gaps and special needs that may need to be included in postings and/or to discuss performance of volunteers seeking reappointment.

Objective 4: Make information available online to prospective applicants

Update online resources. Update committee pages on web, update volunteer page – include list of vacancies, and create / update online application form.

Post annual committee presentations on website. Ongoing annual committee presentations are posted on the committee website, and the volunteer application should include a checkbox indicating that the applicant has viewed the applicable committee presentation to learn about the function of the committee before applying for that committee.

Maintain Online Application Process. An online committee application will continue to be made available to those residents interested in volunteering. The application will be short and concise and ask the applicant to include a cover letter and brief resume.

Objective 5: Implement a transparent, council-led volunteer placement process

Town Council to interview candidates for vacancies on all committees in an open study session environment. Mayor, Vice Mayor, Town Manager and Town Clerk to develop overall recruitment and appointment schedule for the upcoming year. For this year, the Town Council to interview candidates IAW attached 2018 schedule.

Implement numeric ranking system for candidates. Candidates receiving best numeric ranking will be proposed as the Mayor and Town Council's Nomination. All committee nominations and reappointments will be listed on a proposed volunteer committee slate for Town Council approval at a regular business meeting. The Town Council may vote to approve the entire slate, or portions thereof. In the event that the Town Council does not approve the entire committee nomination or reappointment or portions thereof, the remaining committee vacancies will be scheduled for discussion at the next Town Council Study session. Applications will be kept on file for those not selected to their preferred committee for a period of one calendar year.

Mid-term vacancies automatically offered to candidate receiving next highest rating during interviews. If applicable candidate was offered another committee assignment, offer first-choice position and backfill other committee IAW this plan. If second highest ranking candidate declines, bring to Town Council for discussion.

If a mid-term vacancy occurs on a committee that was not advertised during the regular appointment cycle, the matter will be brought to Town Council for discussion and direction.

Objective 6: Provide orientation training to new volunteers

Develop committee-specific training package for all volunteer committees.

New volunteers to attend committee specific training within first 60 days of being appointed to position.

Objective 7: Town Council review of volunteer recruitment process

Conduct post-recruitment after-action study session. Town Council to hold study session to evaluate that year's process and identify any areas of improvement for next year.

2018 COMMITTEE, COMMISSION, & BOARD APPOINTMENT TIMELINE

	<p><u>December 4 (2017)</u> Generate list of expiring terms and vacancies</p>	<p><u>December 5 (2017)</u> Contact members whose terms are expiring and ask them to submit a letter of interest in being reappointed</p>	<p><u>January 3</u></p> <ul style="list-style-type: none"> • Update committee pages on web • Create / Update online application form • Town Council to receive letters of interest
<p><u>First Week of January (Odd Years Only)</u> Town Council Goal Setting retreat</p>	<p><u>January 9 – Special Meeting</u></p> <ul style="list-style-type: none"> • Mayor presents proposed 2018 VIP Strategy and timeline • Town Council to determine committee reappointments and vacancies 	<p><u>January 10</u></p> <ul style="list-style-type: none"> • Create / Update online application form • Invite applications for vacancies via: <ul style="list-style-type: none"> ○ Website ○ Social Media ○ Email Contact lists ○ Press release 	<p><u>January 17 & January 24</u> Notice in the PV Independent</p>
<p><u>February 8</u></p> <ul style="list-style-type: none"> • Application Deadline 	<p><u>February 12-14</u></p> <ul style="list-style-type: none"> • Staff vets applications to verify qualifications • Schedule interviews <ul style="list-style-type: none"> ○ Inform applicants about process and timeline 	<p><u>February 16</u></p> <ul style="list-style-type: none"> • Send all application materials to Council categorized by committee • Send relevant applications to committee chairs 	<p><u>February 22</u></p> <ul style="list-style-type: none"> • Council Interviews in Study Session • Invite committee chairs to attend • (Applicants for multiple committees interviewed once)
<p><u>March 8</u></p> <ul style="list-style-type: none"> • Council Interviews in Study Session • Invite committee chairs to attend • Mayor & Council discuss and rank applicants 	<p><u>March 22</u> Mayor and Council make appointments – Action Item</p>	<p><u>March 23</u> Generate appointment letters and regret letters for the mayor’s signature</p>	<p><u>March 26-30</u> Staff liaisons to committees will contact the newly appointed members to provide initial information and schedule training</p>
<p><u>April 1</u> Term of office begins</p>	<p><u>April 2</u></p> <ul style="list-style-type: none"> • Update committee information on: <ul style="list-style-type: none"> ○ Website ○ Granicus ○ Organizational Directory • Create new email addresses for PC 	<p><u>April</u> Training</p>	<p><u>April 12</u></p> <ul style="list-style-type: none"> • After-action review and discussion of process • Council determination on what code or policy changes to make accordingly.

2018 BOARDS, COMMITTEES AND COMMISSION APPOINTMENTS / RE-APPOINTMENTS

Committee	Created	Term	Membership Defined	Qualifications	Reappointments Vacancies	Applicants
APPOINTED BY MAYOR AND TOWN COUNCIL						
Planning Commission	Aug 1961	Staggered 3-yr Term	TC § 2-5-2(A)	Resident	Daran Wastchak (2015) Jonathan Wainwright (2013) Richard Mahrle Dolf Strom	Kathye Brown Jeffrey Gaia Lowell Shonk Drew Smith Michael Cummiskey Anna Thomasson Pamela Georgellos Orem Lewis Jo Taulbee Flittie
Personnel Appeals Board	Jan 1986	Staggered 3-yr Term	TC § 2-5-5(A) ARS §38-847	Resident. May not be employees or an official of the Town	Richard Herold (2013)	
Municipal Property Corp	Oct 1993	Staggered 3-yr Term	Articles of Incorp § 6.02	Resident	NOT APPOINTED UNTIL SEPT Chris Thompson (2015) Robert Coulter (2004) Alan Prince (2006) Larry Fink	John Graham
NOMINATED BY MAYOR AND CONFIRMED BY TOWN COUNCIL						
Board of Adjustment	Oct 1961	Staggered 3-yr Term	TC § 2-5-3(A) ARS §9-462.06	Resident	Emily Kile (2004) Rick Chambliss (2012) Catherine Kauffman (2003) Eric Leibsohn (2011)	John Graham Pamela Georgellos
Advisory Committee on Public Safety	Mar 2015	2-yr Term	Resolution 1330	Resident	Larry Fink Victoria Bellomo-Rosacci	Kathye Brown Jeffrey Gaia

Committee	Created	Term	Membership Defined	Qualifications	Reappointments Vacancies	Applicants
Arts Advisory Committee	Jul 1999	Staggered 3-yr Term	Council Action 7/22/99	Resident	Janie Russo (2010) Mardelle Mikus Barbara Terranova	
Hillside Building Committee	Aug 1973	Staggered 2-yr Term	TC §2-5-6(B)	Citizen members must be residents, but not Planning Commissioners or Town Staff	None	
Historical Advisory Committee	Jul 1997	Staggered 3-yr Term	Council Action 7/13/2000	Resident	Catherine Kauffman (1997) Anne Andeen (2015) Maureen Strom (2004) Beth Wickstrom (2015) Vacancy (Gasser)	
Mummy Mt Preserve Trust	Nov 1997	Staggered 3-yr Term	Resolution 923 Bylaws	Resident. At least 21 years old	NOT APPOINTED UNTIL SEPT Bernie Barry (2003) Phil Schneider (2005)	Teresa Zachariah Martha Hunter-Henderson John Graham Katrina C. Lessard
PSPRS	June 1980	Staggered 4-yr Term	ARS §38-847(A)(1)	Residents. One member designated as mayor's representative	Richard Fincher (2010)	
						Bill Plummer

COUNCIL ASSIGNMENTS

Committee	Assignment	Term
Advisory Committee on Public Safety		
Arts Advisory Committee		
Experience Scottsdale Board of Directors		
Historical Advisory Committee		
League of Cities and Towns Resolutions Cmte		
MAG Regional Council		
Planning Commission	Vice Mayor Bien-Willner (per §2-2-7(B))	January – December 2018
PV Veterans Appreciation Vintage Car Show		

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.* Planning Commission ACOPS

Please provide the following background information.

Name*	Kathye W. Brown
Address*	
Home Phone	
Employer	Senergy Petroleum, LLC
Occupation	Business owner/wholesale fuel distributor
Business Phone	
Cell Phone	
Number of years as PV resident	7 years

Professional experience highlights

Graduated ASU 1976, BS Accounting, CPA license 1978;
 Public Accounting 1976 -1979;
 Manager Internal Auditing Mountain Bell 1979-1982;
 CFO/Business Owner 1982 -1996;
 President/CEO/Business Owner 1996- 2013;
 Business Owner/Managing Member/Board Member 2013-present;
 Served on oil industry trade association boards including Past President of the AZ Petroleum Marketers Association and AZ Director to the Petroleum Marketers Association of America;

What experience do you think qualifies you to be a committee member?

My experience on many Boards, my education and my management skills qualify me for either Committee. My experience on the Design Committee for the \$90 million Mesa Arts Center qualifies me for the Planning Commission. I have also built many industrial projects and worked within the permitting process and with ADEQ on site clean ups. I have experience working with State and Local government entities and understand the regulatory process.

Community Activities

Served on Design Committee for the Mesa Arts Center 1998--2006 (architectural selection/guidance for design thru the bidding process and award to contractor);
Served 3 year term on Colonia Miramonte HOA Baord 2014 - 2016;
Served on various non-profit boards over the past 30 years, including Mesa United Way, AZ Chapter of American Red Cross; La Mesita Family Homeless Shelter; Art Alliance of Mesa;

Attach resume and cover letter

No file chosen

Convert to PDF?

(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

Richard E. Chambliss
Shareholder

EDUCATION

Arizona State University College of Law, 1977 (J.D.)

Arizona State University College of Business, 1974 (B.S.)

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

State Bar of Arizona, section member of Trial Practice, Real Property, Probate, and Bankruptcy Sections.

Arizona Association of Defense Counsel, member

Arizona Trustee Association, member (Past President)

Selected as one of the top-rated real estate lawyers in 2013 by American Lawyer Media and Martindale Hubbell

AV Preeminent Rating by Martindale Hubbell (1996 – present)

ADMISSIONS

State Bar of Arizona, (1977)

U.S. District Court, District of Arizona (1977)

U.S. Court of Appeals, 9th Circuit (1994)

ASSISTANT

Martin Kniep

BIOGRAPHY

Richard (Rick) Chambliss began practicing with Broening, Oberg, Woods & Wilson, P.C., in 1995. At the time he joined the firm, he had fifteen years of prior experience in the areas of complex commercial and real estate litigation, commercial and real estate transaction, title insurance and foreclosure, and creditors' rights.

Rick was appointed as a judge pro tem for the Maricopa County Superior Court in 1996 and served in that position through 2008. He has conducted dozens of settlement conferences and has been retained by his peers to serve as the arbitrator and mediator in a number of private arbitrations and mediations.

In the last several years Rick has expanded his practice to include the representation of lawyers in professional malpractice claims.

With over thirty-five years of commercial and real estate practice, Rick has represented clients in a wide range of business matters, including asset and stock sales, business formation, commercial lease negotiations, loan workouts and best practices. For many clients he serves as their general business advisor. Rick's approach to every matter is to look for the most cost-effective, pragmatic resolution. If the matter cannot be reasonably resolved, Rick, enjoys the battle of the courtroom. He has extensive jury trial experience and has argued cases before the Arizona Court of Appeals, Arizona Supreme Court, and Ninth Circuit Court of Appeals.

PRACTICE AREAS

Business Transactions
Commercial Litigation
Legal Malpractice Defense
Real Estate Transactions
Real Estate Litigation

REPRESENTATIVE MATTERS

REAL ESTATE TRANSACTIONS

- Purchase/Sale of Unimproved Land, Commercial Property, Industrial Property, and High Density Residential Property.
- Acquisition, Sale, Leaseback and Construction Financing for development of Commercial Property.
- Commercial Leases (business condominium, office, restaurant, & industrial).
- Real Estate Financing (Commercial and Industrial).
- Section 363 Bankruptcy Purchases/Sales.

REAL ESTATE LITIGATION

- Borrower Default rights/remedies.
- Boundary disputes/prescriptive easements.
- Creditors' Rights.
- Escrow Services.
- Landlord-Tenant disputes.
- Quiet Title/Declaratory Relief.
- Judicial Foreclosure.
- Receiverships.

BUSINESS TRANSACTIONS

- Corporation and LLC formation and maintenance.
- Shareholder/Member agreements.
- Mergers and Acquisitions.
- Commercial Financing.
- Equipment Purchase/Maintenance agreements.
- Equipment Leasing.
- Employment/Severance agreements.

COMMERCIAL LITIGATION

- Breach of Contract and Enforcement.
- Non-Compete and Restrictive Covenant Enforcement.
- Commercial Collections.
- Fraud/Misrepresentation Claims.
- Shareholder/Member Disputes
- Partnership Disputes

LEGAL MALPRACTICE DEFENSE

- Abuse of Process Claims.
- Breach of Contract Litigation.
- Commercial Transactions.
- Partnership Disputes.
- Prescriptive Rights.
- Probate Matters.
- Quiet Title.

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.*

Planning Commission

ACOPS

Please provide the following background information.

Name*	Michael Cummiskey
Address*	
Email*	
Home Phone	
Employer	Paradise Valley Wealth Management, Inc. (self)
Occupation	Financial Planner / Investment Adviser
Business Phone	
Cell Phone	
Number of years as PV resident	26

Professional experience highlights

Most of my career has been spent as an independent financial adviser here in Phoenix, and my office has been located in my P.V. home for the last 24 years. I was on the Board and ultimately President of the National Association of Insurance and Financial Advisors (NAIFA) of Phoenix in 1999-2000.

I've benefited from 20 years of world class corporate education and training with Jackson National Life and The Hartford's independent broker-dealer. Whether acting as a team player, or leading a team of nearly 60 investment professionals, my people and business planning skills are thoughtful and authentic.

Now an entrepreneur since 2011, my brand, Paradise Valley Wealth Management, Inc., reflects the community in which I love to live and work. I am a comprehensive planner by choice. All the components for financial decision making have to be taken into consideration. Doing a single piece of the work may have negative impacts on the longer term results of the plan. I am both strategic in planning and tactical with details. These would be good traits for Planning Commission member.

What experience do you think qualifies you to be a committee member?

I am a planner both professionally and personally. Weighing and then advising people on investment costs and opportunities, against the risks involved, is a large part of my profession. When I am planting new cacti or agaves in my yard, I have to think about density of the space, the view corridors within the yard, how the plant should or shouldn't display itself, etc. It's a little nutty, but there is an attention to detail that I enjoy,

As a long time resident, it has been exciting to live through the upgrades that has occurred throughout the Town, from under grounding our power lines and infrastructure improvements to the colored concrete sidewalks and 'Y' at Tatum and McDonald. I have been attentive to the upgrades as they have occurred, without sacrificing the values of our community. In fact, to me, the Town just keeps getting better! It would be an honor to be a part of the Planning Commission to further the work done thus far.

My personal interests have long included strong interests in design and architecture (Frank Lloyd Wright in particular), desert landscaping and design (our yard was featured in Phoenix Home and Garden and included in their Garden Tour). I am a cactus collector (especially echinopsis hybrids). My sensitivity to aesthetic detail would be an asset to the Planning Commission.

Community Activities

Since 2014, I have been partnering with the Paradise Valley Police Department in hosting the semi-annual Shredathon. Our 10th shredding event is scheduled for March 31st, 2018. I do this as a little gift to my community (everyone can use some shredding!) and as a charitable fundraiser.

I approached the Town in 2013 about doing a shredding event as a 'give back' to my community. I was advised to talk with Community Resource Office Kevin Albert, who was coincidentally considering doing a project around identity theft. Our first event was February 8th of 2014. I fund the expenses relating to the Event (Shredding services, printing flyers, advertising in the Independent, and donating 3 fireproof safes) and all monies raised go directly to 'Sirens and Sleigh bells' (formerly Shop with a Cop) to benefit local underprivileged kids on behalf of the PVPD. Our last event in November raised \$2,217.00, and in total I would estimate the total amount raised has very easily exceeded \$10,000.

Aside from the Shredding event, my wife and I belong to the Desert Botanical Garden and the McDowell Mountain Conservancy. I have been a patient volunteer with Hospice of the Valley since 2004. Our two daughters both attended Cherokee, Cocopah and Chaparral, and my wife Wendy is a first grade teacher at Cherokee.

* indicates required fields.

January 5, 2018

Town of Paradise Valley
Planning Committee
6401 East Lincoln Drive
Paradise Valley, AZ
85253

RE: Planning Committee volunteer application for Michael Cummiskey

Dear Planning Committee Members,

I've submitted the online application for the current opening in the Planning Committee. Hopefully you'll select me to serve with you and help advance the great things happening in the Town.

Please call my cell phone, _____, if you have any questions. Thank you all for the good work that you do.

Mike Cummiskey

Michael R. Cummiskey, CLU, ChFC, RICP

A strong choice for an executive team player in the financial services industry

Professional Experience:

3/11 – present *Paradise Valley Wealth Management, Inc.* *Principal /Financial Planner*

Overview: Create a comprehensive retail wealth management business utilizing my enthusiasm and years of experience, business contacts, knowledge and training of best practices in the financial service industry. Executed a four part business plan: 1) Invent a local brand in an affluent community offering a superior client experience, 2) Lead a team of 6 producing registered representatives, 3) Acquire and transition five books of securities business (500 accounts) and generate new authentic relationships and sales opportunities, 4) affinity marketing with a major independent property/casualty agency to their business-owner clients.

Skillset: Business branding with logo, website content, print ads, an identity brochure and hosting community events. Hired and trained employee to assist and help drive specific marketing strategies (technology initiatives, variable life insurance policy rescues, and expanding average assets per household). Develop a process of analysis and presentation to clients for account reallocations, and moving them when possible to a fee-based relationship using lower cost investments (ETFs and institutional-class funds). Suitable uses of mutual funds and variable annuities as needed.

Technologies: Website hosted by Emerald; Redtail CRM; Albridge Wealth Reporting (customized with logo, automated quarterly reports and client log-in capability); Morningstar Advisor Workstation (Research, Portfolio Comparison Proposals and Snapshots); Quik forms management, Pershing NetX360 trading platform with branded statements; Moneyguidepro.

8/94 – 3/11 *The Hartford / Woodbury Financial Services, Inc.* *Regional Vice President*

Overview: Generate sales with territory leadership, rep recruitment and supervision for Woodbury Financial (formerly Fortis Financial Group). Woodbury was voted Broker-Dealer of the Year in 2006, 2009 and 2011 by Investment Advisor magazine. Started scratch territory and built up to 48 independent registered reps in AZ, NM and Las Vegas. Work effectively from home office with 20% travel.

Skillset: Self-disciplined manager with territory producing in excess of \$5.8M of gross commissions. Career-cycle relationship management with advisors: initial recruitment, licensing and assimilation; sales training on all products (life insurance, variable annuities, mutual funds, managed accounts, and alternatives).

Coaching and mentoring reps to execute their unique business models and create an excellent client experience. Coordinate with wholesalers in supporting rep events, territory profitability and managing expenses. Train on uses of technologies to leverage time, results and client contacts.

Lead joint sales calls with high net worth and business owner clients, focusing on Estate, Business and Tax Planning. Expertise includes uses of life insurance, deferred compensation planning, retirement plans, use of ILITs, and charitable giving.

Entrepreneurial recruiter. Targeted prospects and designed reply mailings; hired independent telemarketing and internet-based search firms to locate advisors with competing forms and RIAs.

Developed wholesaler network for rep referrals. Created FINRA-compliant print advertising. Well connected with the independent producer channel in AZ, NM and Las Vegas, NV.

Creative sales leadership using live seminars and webinars with advisors. Developed customized sales reports that measured producers' actual results against their stated goals. Initiated large-scale variable annuity and REIT sales meetings, demonstrating local leadership.

Compliance supervisor, conducted rep audits and identified suitability and advertising issues, with disciplinary actions and terminations if necessary. On-site support for reps during FINRA and State of AZ audits with no major deficiencies.

Achievements: Conference Qualifier. Elected by peers to RSD Advisory Council. Exceeded annuity and mutual fund production goals 2004 – 2008, with 30% growth of GDC year over year.

11/90-8/94

Jackson National Life, Brokerage Manager

Overview:

Jackson National was a leading provider of annuities and life insurance, locally servicing 3,200 agents. Inside and external wholesaling support to agents varying from large seminars to point of sale meetings. Coached agents with annuity and life insurance strategies, underwriting nuances, and policy placements.

Achievements:

Introduced innovative marketing approaches: Wrote and arranged C.E. seminars. Lead development and execution of "Producer Playoff", a golf-themed Regional Sales Campaign. Created recruiting reply mail pieces that were adopted nationally by JNL. Assisted a national campaign which direct-marketed annuities to financial newsletter subscribers via affinity marketing agreements.

8/85–present*

Medical Staff Insurance Services, Inc., President

Personal producer. Developed hospital Medical Staff Associations to market disability insurance to physicians. Generated business through customized reply mail programs and centers of influence.

* Limited to management of renewal income from prior and incidental sales activities.

8/84 – 8/85

McGeorge School of Law, First year law student.

6/81 – 8/84

Insurance Broker

Learned insurance brokerage business as an independent producer, marketing to physicians.

2/80 - 6/81

Home Life of New York

Initially trained by local Agency in life insurance sales including Wilson Counselor Selling.

Professional Designations and Licenses:

Chartered Life Underwriter (CLU), The American College, conferred in 1999

Chartered Financial Consultant, (ChFC), The American College, conferred in 1999

Retirement income Certified Professional (RICP), The American College, conferred in 2016

FINRA General Securities Series 7, Registered Investment Advisor Series 65,

FINRA Registered Principal Series 24 and Blue Sky Series 63

Insurance licensed for Life, Health, Disability and Variable Contracts in 24 states

Professional Leadership:

2000-2001 Local President, NAIFA (National Association of Insurance and Financial Advisors).

Contributing Writer, Broker News, 1996 - 2001. Broker News was a national quarterly newspaper. 15 articles published regarding life insurance and annuity sales concepts.

Contributing Writer, Life Insurance Selling, September 2002. "VUL in Down Markets" article published in the annual issue focused on variable products.

Contributing Writer, CPA Magazine, June 2004 "Adding Financial Services to Your CPA Practice" published in the 2004 Financial Planning Issue

Education:

B.A. , Political Science, Kenyon College, Gambier, Ohio, 1979.

Kenyon is a small private liberal arts college.

Personal Information:

Married since 1981, two daughters, ages 24 and 29. Volunteer, Hospice of the Valley, since 2004.

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.* Planning Commission ACOPS

Please provide the following background information.

Name*	Jo Taulbee Flittie
Address*	
Email*	
Home Phone	
Employer	self
Occupation	interior design/remodeling
Business Phone	
Cell Phone	
Number of years as PV resident	5 will be 6 this March

Professional experience highlights

My firm has been published in 9 mangazines and 4 books. Prior my interior design business of 30 years I was partners in a firm in Albuquerque that built neighborhood shopping centers.

I ve purchased and remodeled houses in both Santa Fe,Albuquerque,Cave Creek, Scottsdale and Paradise Valley.

What experience do you think qualifies you to be a committee member?

Past 40 year experience in Real Estate and a firm commitment to Paradise Valley

Community Activities

Leadership Council , Mayo
Previous Board Member SW Shakespeare
In Focus Photography Board -Phx Art Museum
Organized 2 art Shows for Mayo Medallion Program
WISP Board Banner
Supporter of Cardon Children';s Hospital
HOA Cheney Estates
HOA Desert Mountain
Supporter of Az Humane Society

Attach resume and cover letter

No file chosen

Convert to PDF?

(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

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If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.*

Planning Commission

ACOPS

Please provide the following background information.

Name*	Jeffrey P. Gaia
Address*	
Email*	
Home Phone	
Employer	JeffreyGaia.Com, LLC
Occupation	Litigation Support and Business Consulting
Business Phone	
Cell Phone	
Number of years as PV resident	23

Professional experience highlights

I recently retired after a 38 year career as a "C" level executive in the banking industry. I was a senior executive at Valley National Bank, Bank One, and in 2003 I was a cofounder (with Richard Lehmann) of The Biltmore Bank of Arizona. Since retiring in 2014, I have developed a consulting business as an expert testimony witness in complex commercial litigation.

What experience do you think qualifies you to be a committee member?

I have been a resident of the Town for more than 23 years, and have been an active citizen involved in several of the Town's most significant development projects, including the improvements to both golf courses at Camelback Country Club. I have also participated in a number of the police outreach meetings held at City Hall. I believe my professional experience working for large corporations, coupled with my long-time residence in the Town, would provide a balanced perspective with respect to ongoing development issues faced by the Town. Also, my background as a consultant has developed my skills as a consensus builder, since a consultant's real value is "selling ideas" and building consensus with his clients.

Community Activities

I am actively involved in governance issues with the Valley of the Sun YMCA, and am a member of the Finance Committee of that organization. I also provide ongoing business decision support to the CEO of the VOSYMCA (Bryan Madden), and am involved in numerous negotiations with local municipalities where YMCA facilities are located. I also serve on the "Reinvestment Committee" of the VOSYMCA, whose membership includes a number of prominent Town residents, including Amy Thurston, Steve Evans and Mike Watts. I have been a 14 year member of Paradise Valley Country Club, and served on the Finance Committee for 10 years. I also chair the Architectural Committee of my Home Owners Association, Camelback Country Estates Unit IV.

Attach resume and cover letter

* indicates required fields.

Jeffrey P. Gaia

Paradise Valley, Arizona, 85253

January 7, 2018

Mayor Michael Collins
Vice Mayor Jerry Bien-Wilner
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace
Council Member David Sherf
Council Member Mark Stanton

Dear Addressees:

I respectfully submit this application for membership on the Town of Paradise Valley Planning Commission. As background, I have been a Town resident for more than 23 years, and have actively contributed my thoughts on many development issues facing the Town over the past several years, including the major renovations and redesigns of the Camelback Country Club facilities.

As background, I retired in 2014 after a 38-year career in the banking industry. I held "C" level positions at Valley National Bank, Bank One, California Bank & Trust (a subsidiary of Zions Bancorp), and in 2003 I co-founded The Biltmore Bank of Arizona with Richard J. Lehmann, retired Vice Chairman of Bank One Corporation, and former Chairman of Valley National Corporation. In 2012, we sold this bank to a California-based bank holding company, and I retired in 2014. Since that time, I have developed an active consulting practice that focuses on providing expert witness testimony in complex commercial litigation involving banking issues. My current expert witness engagement involves representing several national and international insurance companies in defense of a \$50 million claim brought by the FDIC in federal court in Seattle.

I also provide business consulting services to several organizations. For example, I led the efforts on behalf of the Valley of the Sun YMCA (VOSYMCA) in its renegotiation of a mid-eight figure bank loan. I also sit on the Finance Committee of the VOSYMCA, and provide ongoing business consulting support to its CEO, Bryan Madden. I also sit on the Reinvestment Committee of the VOSYMCA, whose members include several prominent Town residents, including Amy Thurston, Steve Evans, and Mike Watts. In addition, I provide business consulting services for a variety of privately-held companies, including the insurance subsidiaries of DriveTime and 1784 Capital Holdings.

I have attached a resume outlining my professional experience for your review. I will apologize in advance for its length, but it was prepared in support of my expert witness assignments, which generally require this level of detail.

I believe my professional experience provides a unique perspective which will balance the often-competing claim of residents versus business enterprises as development issues arise in the Town. In addition, my work as an independent business consultant has given me an appreciation for the importance of persuasion over position power. As a business consultant, I lack the advantage of position power within the organizations that I support. Rather, my ideas and recommendations must be "sold" within these organizations based on my objectivity, integrity, and thoughtful persuasiveness, as opposed to the organizational authority that vests with formal corporate titles. I strongly believe that is how local government decisions should be made as well.

In summary, I would appreciate your careful consideration of this request, and would welcome the opportunity to serve the community that I have chosen to reside for almost a quarter of a century.

Respectfully,

Jeffrey P. Gaia

Jeffrey P. Gaia

5610 E. Sanna Street

Paradise Valley, Arizona 85253

(602) 741-4242

General Summary:

“C” level senior executive with thirty four years of diversified experience including both line and staff assignments. Significant domestic and international experience. Proven ability to successfully lead franchises through periods of organizational change and strategy redirection.

Selected Professional Accomplishments:

- Co-founder of a “de novo” community bank (The Biltmore Bank of Arizona) which grew to \$300 million in assets prior to its sale in 2012.
- Developed and executed comprehensive business strategies for major line and staff units which resulted in significant improvements in business franchise value and operating results.
- Directly responsible for restructuring the mortgage banking subsidiary of Banc One Corporation from a portfolio lending focus to a secondary market-based operation. Improved pre-tax income by \$55 million in an eighteen month period.
- Directly responsible for successfully restructuring an \$800 million asset, thirty five branch, bank subsidiary of Banc One Corporation. Achieved a 1.51% ROA and record earnings in the first year of assignment.
- Directly responsible for establishing a “de novo” corporate treasury function for a UK-based group of subsidiaries of Citibank N.A. to support a \$4.3 billion balance sheet. Developed and executed state-of-the-art asset/liability management strategies to support this retail-based franchise.
- Developed innovative and cost-effective long-term funding strategies in both domestic and international capital markets. Structures included Eurocurrency floating rate notes, fronted and parallel loans, fixed and floating rate mortgage-backed structures, and unrated domestic private placements.
- Organized and managed major line businesses and staff units comprised of headcounts of up to 2,500 with operating budgets in excess of \$200 million.

Business Experience:

2003 – 2014 The Biltmore Bank of Arizona

President and Chief Executive Officer – March 2003 to June 2014

Full P&L responsibility for a \$300 million community bank. I was a co-founder of this “de novo” institution in 2003, and led the organization from its initial application for a bank charter through its sale in December 2012. The Bank targets small and mid-sized businesses within the greater Phoenix area. Responsibilities included both operational and strategic issues.

2001 – 2003 California Bank & Trust (CBT)

Managing Director

Full P&L responsibility for an 80 branch banking network spread from Orange County, California to Northern California. CBT is an \$11 billion subsidiary of Zions Bancorp. Line of business responsibility included Business Banking (small business), SBA Lending, Retail Banking and Consumer Lending.

1993 – 2001 Bank One Corporation (acquired by JP Morgan Chase)

President, Bank One Business Banking Division – December 1997 to January 2001

Full P&L responsibility for Bank One’s national line of business targeting small business enterprises located in the 13 state corporate foot print. Directly managed a balance sheet of \$35 billion in footings (\$20 billion of deposits and \$15 billion of loans) with pre-tax earnings of \$450 million. Major responsibilities included both strategy development and execution. Led the effort to develop one of the first web-based small business portals in the financial services industry.

Chairman and President, Banc One Mortgage Corporation – October 1994 to November 1997

Chairman and President of the national mortgage banking subsidiary of Bank One Corporation. The franchise generated 1996 originations of \$3.5 billion, a servicing portfolio of \$25 billion, and an operating expense base of \$125 million. Improved pre-tax operating results by \$55 million from 1995 to 1996 through a rigorous assessment, and subsequent restructuring, of the origination activities of the business. Developed an integration strategy (in conjunction with the Bank One Retail Operating Group) to position the mortgage product as a “gateway” for cross-selling of high-margin Bank products.

Chairman and President, Bank One, Utah – January 1993 through September 1994

Chairman and Chief Executive Officer of Bank One, Utah, an \$800 million asset subsidiary of Bank One Corporation. Full P&L responsibility for this state franchise, including managing a \$40 million operating budget for this 30 branch statewide franchise. Directly responsible for the major restructuring of this operation which resulted in record earnings in 1993 of \$12.4 million (a 1.51% return on assets), and significant market share gains in core deposits and loans. Also,

responsible for successfully identifying, negotiating, and closing several portfolio and/or bank acquisitions which significantly enhanced local market share and profitability of the Utah franchise.

1988 – 1993 Valley National Corporation (acquired by Bank One Corporation)

Senior Vice President, Risk Control Division – March 1992 through December 1992

Chief Loan Examiner for Valley National Corporation (VNC). Responsible for managing the ongoing regulatory relationships with the Office of the Comptroller of the Currency (OCC) and Federal Deposit Insurance Corporation (FDIC). Member of the Executive Management Committee, Corporate Credit Policy Committee, and Senior Loan Committee. Reported to the Chairman of the Board of VNC.

Senior Vice President, Special Credits Division – July 1990 through February 1992

Business manager for a classified asset portfolio of approximately \$470 million. Portfolio consisted of commercial, corporate, and real estate credits. Responsible for development and execution of workout strategies relating to this portfolio. Member of the Corporate Credit Policy Committee, Senior Loan Committee, and Special Credits Committee. Reported to the Senior Executive Vice President/Chief Credit Officer of the Bank.

President, Valley National Mortgage Company – April 1989 through June 1990

Business manager of the mortgage banking subsidiary of VNC. Complete P&L responsibility for this business with 1990 originations of \$450 million, a \$13 million expense base, and a \$2 billion servicing portfolio. Increased origination levels by 390%. Developed and executed a strategic plan which streamlined sales and production functions, redefined our product and pricing strategies, and resulted in an earnings improvement from monthly operating losses of (\$300) thousand to a monthly profit of \$200 thousand (a 20% return on equity). Increased market share from 1% to 8.8% statewide. Reported to the Executive Vice President, Retail Banking Group.

Senior Vice President, Corporate Treasury Division – October 1988 through March 1989

Division manager responsible for long-term capital planning, investment banking relationships, asset/liability management, product profitability/cost of funds analysis, and structured finance activities. Developed and executed state-of-the-art asset/liability management strategies to manage the interest rate and liquidity risks of an \$11.5 billion balance sheet. Member of the Corporate ALCO Committee. Reported to the Executive Vice President, Chief Financial Officer of the Bank.

1985 – 1988 Citicorp

Vice President and Regional Treasurer, Citibank Savings – April 1987 through October 1988

Regional Treasurer for a group of UK-based subsidiaries representing Citibank's consumer franchise in the United Kingdom. Directly responsible for establishing a "de novo" corporate

treasury function tasked with interest rate and liquidity management responsibilities to support a \$4.3 billion balance sheet. Developed and executed asset/liability management strategies to support the core earnings stream of a diverse portfolio of consumer assets. Directed and executed \$450 million of mortgage securitizations to restructure the portfolio and meet corporate earnings and return objectives. Reported to the Regional Business Manager and managed a group with a headcount of 16 and an operating budget of \$2 million.

Vice President, Citicorp Homeowners, Inc. – July 1986 through March 1987

Department Head of the Financial Control, Planning and Analysis Group within the Citicorp Consumer Mortgage Bank (CMB). Reported to the President of the mortgage bank with responsibility for managing a group of 28 financial analysts and structured product specialists. Direct responsibilities included rigorous financial analysis, budgeting and forecasting, accounting support, and strategic planning for the nation's largest mortgage operation.

Manager, Asset Pricing and Planning – May 1985 through June 1986

Unit head of a small, highly analytic group within the Treasury Department of Citicorp Homeowner's Inc. Reported to the Department Head of Asset/Liability Management. Direct responsibilities included development of funding strategies to support the liquidity requirements and interest rate risks of an \$11 billion balance sheet. Funding strategies achieved pre-tax interest expense savings of \$40 million in 1985. Also responsible for managing the pricing function for first mortgage portfolio products and the development of analytic models for the asset/liability management process.

1984 – 1985 Amedco, Inc.

Vice President, Finance – March 1984 through April 1985

Chief Financial Officer for Amedco Development and Management, Inc., a wholly-owned subsidiary of Amedco, Inc. Directly responsible for securing financing for large (\$20-\$30 million) health care-related projects. Typically, these projects were financed through tax-exempt public debt instruments requiring extensive interface with the external financial community, including securities underwriters, commercial banks, and legal counsel. Responsibilities also included management of a staff which performed feasibility and capital budgeting analysis of proposed projects.

1979 – 1984 Monsanto Company

Area Finance Manager, Canada/Latin America – August 1981 through March 1984

Responsible for the development and implementation of long-range financial plans, and the formation of treasury policies, for nine wholly-owned subsidiaries with sales in excess of \$500 million. Successfully placed long and short-term public debt and commercial loan transactions in excess of \$250 million as a major element of several financial restructurings which were necessitated by severe foreign currency exchange rate movements in the early 1980's. Developed several innovative off-balance sheet transactions which significantly enhanced

Monsanto's 1982 and 1983 reported earnings, including a \$100 million arbitrage transaction with the Royal Bank of Canada which netted Monsanto a \$1.5 million gain. Also developed complex currency remittance mechanisms, including one such transaction in conjunction with Helena Rubenstein, Inc. and Salomon Brothers which was highlighted in a 1984 Wall Street Journal article dealing with blocked currencies.

Internal Auditor – June 1979 through August 1981

Performed financial and operational audit reviews of major plant sites and corporate staff functions. Acquired significant accounting and control experience during audit reviews of both domestic and international locations.

Education:

MBA – St. Louis University (Magna cum Laude), 1979

BS, Business Administration – University of Missouri (Cum Laude), 1976

12 credits completed toward PhD at St. Louis University

Professional Accomplishments:

Selected by American Banker for the 1992 listing of 40 Top Bankers under 40 years of age.

1993 Corporate Hispanic Advocate of the Year Award by the United States Hispanic Chamber of Commerce

1994 United States Small Business Administration Region VII Minority Small Business Advocate of the Year

Chairman – 1994 Salt Lake Valley United Way Campaign

Former Director, Utah Bankers Association

Pamela Georgelos

January 8, 2018

RE: Town of Paradise Valley Planning Commission Vacancy

Dear Town of Paradise Valley Planning Commission:

My name is Pamela Georgelos and I am interested in joining the Planning Commission. I feel that I have much to offer the Commission in its review of a wide variety of land use issues and its role in long term comprehensive planning for the Town. I have spent the greater part of my career as a real estate and business lawyer. Accordingly, I have developed skills that are useful in reviewing subdivision plats, lot splits, zoning ordinance amendments, special use permits, general plan amendments and in conducting comprehensive town planning. Because of this background, I would not have a steep learning curve if I were to join this Commission. Additionally, as a long-time resident of Paradise Valley and have a vested interest in seeing the town continue to grow and develop in a way that best serves its residents.

I am also very committed to volunteering in my community. Over the years, I have volunteered with a number of different organizations. As Past President of the Board of Phoenix Day School, I led the non-profit board through the difficult economic downturn. I have given my time to many other non-profits such as the Make-A-Wish Foundation, Fresh Start, the Leukemia and Lymphoma Society. I also enjoy participating in events like the Yale Day of Service and the Northwestern Day of Service.

I am very excited by the prospect of becoming a future member of the Planning Commission and hope to meet with you soon to further discuss my candidacy.

Sincerely,

Pamela G. Georgelos

Pamela Georgelos

January 8, 2018

RE: Town of Paradise Valley Board of Adjustment Vacancy

Dear Town of Paradise Valley Board of Adjustment:

My name is Pamela Georgelos and I am interested in joining the Board of Adjustment. I feel that I have much to offer the Board. I have spent the greater part of my legal career as a real estate and business lawyer. Accordingly, I have developed skills that are useful in reviewing variance requests and understanding zoning code interpretations. Because of this background, I would not have a steep learning curve if I were to join the Board. Additionally, as a long-time resident of Paradise Valley, I have a vested interest in seeing the town continue to grow and develop in a way that best serves its residents. This includes the most prudent application or deviation from the Zoning Ordinance.

I am also very committed to volunteering in my community. Over the years, I have volunteered with a number of different organizations. As Past President of the Board of Phoenix Day School, I led the non-profit board through the difficult economic downturn. I have given my time to many other non-profits such as the Make-A-Wish Foundation, Fresh Start, and the Leukemia and Lymphoma Society. I also enjoy participating in events like the Yale Day of Service and the Northwestern Day of Service.

I am very excited by the prospect of becoming a future member of the Board of Adjustment and hope to meet with you soon to further discuss my candidacy.

Sincerely,

Pamela G. Georgelos

PAMELA G. GEORGELOS

EXPERIENCE

COUNSEL, VAIL SUN PROPERTY LLC, Phoenix, AZ, 1/2009–Present

- Provide legal guidance to a privately-held hospitality, restaurant and real estate holding company. Advise on business operations and regulatory compliance issues, including real estate, corporate and employment matters.
- Negotiate and draft real estate purchase, sale, financing, leasing, services, vendor and advertising agreements.

SHAREHOLDER, ZWILLINGER & GEORGELOS PC, Phoenix, AZ, 9/2004-12/2008

- Represented clients in commercial real estate transactions including: acquisition and sale, leasing, financing, management, land use, development and entitlement.
- Advised banking clients on real estate secured lending and operations issues.
- Counseled clients on corporate mergers and acquisitions.
- Advised on corporate matters including entity and business formation.
- Provided legal advice on day-to-day business operations issues and drafted and reviewed services, vendor and employment agreements.
- Prepared private offering memoranda and represented issuers in private securities offerings.
- Represented securities broker dealers in securities operation and compliance issues.

PARTNER, STINSON MORRISON & HECKER LLP, Phoenix, AZ, 4/2004-9/2004; ASSOCIATE, 9/1998–4/2004

- Counseled corporate and real estate clients in a wide range of commercial transactions, including: real estate, finance, business formation, securities and corporate mergers and acquisitions.
- Represented landlord and tenant clients in leasing matters, including: drafting and negotiating letters of intent, leases, amendments and tenant estoppels. Advised on lease defaults and remedies.

DEPUTY COUNTY ATTORNEY, MARICOPA COUNTY ATTORNEY'S OFFICE, Phoenix, AZ, 10/1995–7/1998

- Managed a felony criminal caseload in Maricopa County Superior Court. Resolved over 200 felony cases per year at trial or by plea agreement.

COUNSEL, ARIZONA CORPORATION COMMISSION, SECURITIES DIVISION, Phoenix, AZ 9/1991–10/1995

- Investigated and prosecuted securities fraud cases. Litigated administrative cases before the Arizona Corporation Commission's Hearing Division and civil cases in Maricopa County Superior Court. Served as a member of the No-Action Committee.

EDUCATION

UNIVERSITY OF ARIZONA JAMES E. ROGERS COLLEGE OF LAW, Tucson, AZ, J.D.

- Articles Editor, Journal of International and Comparative Law

NORTHWESTERN UNIVERSITY, Evanston, IL, B.S. Communication Studies

- Certificate of Degree Completion: Political Science; Area of Concentration: Spanish

GUADALAJARA SUMMER SCHOOL, UNIVERSITY OF ARIZONA, Jalisco, Mexico

- Coursework: commercial and advanced Spanish and inter-American politics.

GYMNASION TEGEAS, Tegeas, Greece, Diploma

- Created foreign study program in Greece and earned a high school diploma.

COMMUNITY EXPERIENCE AND AWARDS

PRESIDENT/MEMBER, BOARD OF DIRECTORS, PHOENIX DAY, Phoenix, AZ, 10/2007-6/2013

- Presided over the governing board of Phoenix Day, Arizona's oldest early education center. Oversaw a budget of over \$1.3 million. Led refinancing of real estate loan. Recruited new members.
- Set strategy and fundraised for Phoenix Day. Served as a liaison with corporate benefactors and grantors.
- Led the search for and hired a new executive director.
- Developed board policies and procedures. Prepared board materials and implemented board training.

PRO BONO TEAM OF THE YEAR, FOR LOVE OF JUSTICE AWARD, VOLUNTEER LAWYERS PROGRAM, Phoenix, AZ, 2005

- Represented pro bono client in real estate case that resolved title and ownership recording errors for numerous low-income homeowners in a South Phoenix subdivision.

PROFESSIONAL LICENSES

State Bar of Arizona
Federal District Court
Arizona Department of Real Estate

LANGUAGE SKILLS

Greek
Spanish

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are currently vacancies or potential vacancies on several of the Town's committees, commissions, and boards.

If you are interested in serving on any of these bodies, please complete this application and submit. The deadline to submit an application is February 8, 2018.

Please select committee(s) in which you are interested.*

- Arts Advisory Committee
- Board of Adjustment
- Historical Advisory Committee
- Mummy Mountain Preserve Trust
- Municipal Property Corporation
- Public Safety Personnel Retirement System Board

Please provide the following background information.

Name*	John Graham
Address*	
Email*	
Home Phone	
Employer	Sunbelt Holdings
Occupation	Real Estate Development
Business Phone	
Cell Phone	
Number of years as PV resident	17

Professional experience highlights

John Graham joined Sunbelt Holdings in 1982 and became President in 1990. John's background in asset management, development and real estate investment provides a solid foundation of knowledge and experience in the real estate field. Under John's direction Sunbelt has become a dominant force, in both community affairs and real estate activities. John's prior experience included The Koll Company in asset management and development from 1980- 1982 and Coldwell Banker in asset management and sales from 1978-1980.

What experience do you think qualifies you to be a committee member?

I think my experience developing communities from the ground up working side by side with cities such as Peoria, Mesa, Gilbert, Marana, Tucson, Phoenix and Scottsdale make me the perfect candidate to work with the Town of Paradise Valley in a variety of roles.

Community Activities

Current:

Arizona Forward Association - Member
 ASU Foundation - Board of Directors and Trustees/Past Chairman
 Banner Health Foundation - Board of Directors/Executive Committee
 Brophy College Preparatory - Board of Regents and Trustees/Past Chairman
 Fighter Country Partnership - Capital Campaign Committee
 Greater Phoenix Economic Council - Board of Directors/Executive Committee
 Greater Phoenix Leadership - Board of Directors/Past Chairman
 Heard Museum - Board of Directors
 PGA Southwest Section - Advisory Board
 Partnership for Economic Innovation, Board of Directors/Chairman
 Phoenix Symphony Association - Board of Directors/Chairman
 Phoenix Zoo - Capital Campaign Committee
 Rio Salado Foundation - Board of Directors/Vice Chairman
 Saint Francis Xavier Elementary School - Capital Campaign
 StartUp AZ Foundation - Advisory Board
 Southern Arizona Leadership Council - Member
 Teach for America Phoenix - Regional Advisory Board/Past Chairman
 The Nature Conservancy - Board of Directors/Past Chairman
 Urban Land Institute - Full Member
 Valley of the Sun United Way - Board of Directors/Executive Committee
 Valley of the Sun YMCA - Board of Directors/Chairman
 Wells Fargo Community Advisory Board

Past:

Arizona Campaign for Arts and Culture - Board of Directors
 Arizona State University Council of 100 - Board Chairman
 Arizona State University Council for Design Excellence - President
 ASU's West Campus Leadership Advisory Council
 Banner Children's Hospital - Capital Campaign Co-Chairman
 Compass Bank - Advisory Board
 Desert Botanical Garden - Board of Directors/Chairman
 Fighter Country Partnership - Honorary Commander
 Herberger Theater - Board of Directors/Chairman
 MD Anderson Cancer Center - Capital Campaign Co-Chairman
 Metro Phoenix Partnership for Arts and Culture - Board of Directors
 O'Connor House - Capital Campaign Co-Chairman
 Office of the Governor - Conservation Acquisition Board
 Office of the Governor - Commission on Water Management
 Office of the Governor - Conservation Acquisition Board
 Papago Salado Association - Director Emeritus and Board Chairman
 Paradise Valley Country Club - Board of Directors
 Phoenix Chamber of Commerce - Director
 Safeway International LPGA Tournament - Tournament Chairman
 Sereno Soccer Club - Board of Directors
 Stanford Challenge - Arizona Major Gifts Chairman
 Thunderbirds' Charities - Board of Directors/Treasurer
 Urban Land Institute - District Council Chairman
 Valley Partnership - Founding Member/President
 Xavier College Preparatory - Board of Trustees

Information on these committees and boards including descriptions, past agendas and minutes, and annual reports are available at <http://www.paradisevalleyaz.gov/82/Boards-Commissions>. Have you reviewed the materials posted materials?*

Yes No

Attach resume and cover letter

No file chosen

Convert to PDF?

(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

Volunteer Opportunities

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- Board of Adjustment
- Historical Advisory Committee
- Mummy Mountain Preserve Trust
- Municipal Property Corporation
- Public Safety Personnel Retirement System Board

Please provide the following background information.

Name*	Martha Hunter-Henderson
Address*	
Email*	
Home Phone	
Employer	Partner, Strategies, Marketing & Public Relations
Occupation	
Business Phone	
Cell Phone	
Number of years as PV resident	3
Professional experience highlights	

WORK EXPERIENCE

Martha is a principal with Pam Hait in STRATEGIES, a media and marketing firm (Strategies-az.com)

Past and current clients include:

- Allied Waste Industries
- Arizona Association of Community Health Centers
- Arizona Department of Commerce
- Arizona American Indian Tourism Association
- Arizona Heritage Tourism Coalition
- Arizona Historical Society, Central Arizona Division
- Arizona Office of Tourism
- Grand Circle Association (30 plus member organization of public and private entities throughout a four-state area)
- Grand Canyon Trust
- City of Phoenix, Sky Harbor International Airport, Marketing Department
- City of Phoenix, Parks, Recreation & Library Department
- City of Scottsdale, Economic Development Department
- City of Scottsdale, Water Resources Department
- City of Tempe, Community Development Department, Rio Salado
- Great Mall of Arizona
- Mercy Housing Arizona
- Morningstar Celebration
- Papago Salado Tourism Association
- Phoenix Community Alliance
- Plaza Del Rio Medical Centers
- Pueblo Grande Museum & Cultural Park
- Desert Botanical Garden
- Phoenix Newspapers, Inc.
- Salt River Pima-Maricopa Indian Community
- Sedona Cultural Park
- Sonoran Institute
- SouthEastern Government Organization
- Super Bowl XXX All Indian Festival
- The Phoenix Zoo
- Town of Paradise Valley

What experience do you think qualifies you to be a committee member?

Martha Hunter-Henderson

BACKGROUND ON MOUNTAIN PRESERVATION

Martha Hunter-Henderson lives in Colonia Miramonte and has extensive experience in city and mountain parks issues, preservation and conservation, and coalition building. A native Phoenician, she has been working on saving Camelback Mountain since 1964, As editor of Xavier High School newspaper, then Martha McGeorge, worked with Senator Barry Goldwater and Margaret Kober, to launch a successful student petition drive to get high school students to support saving Camelback Mountain.

Later, Martha served on the 1979 City of Phoenix Bond Committee and actively campaigned to secure citizen support for purchasing and preserving our Phoenix Mountains. She also served as member and chairman of the Phoenix Parks & Recreation Board to oversee and monitor the progression on this preservation initiative. And despite, her late husband, Ray Hunter as a new Phoenix Thunderbird, Martha voted against taking Phoenix Mountain Preserve land for a TPC golf course for the Phoenix Open.

Community Activities

CIVIC EXPERIENCE

Desert Botanical Garden - served as president and member of the Board of Directors, Executive Committee. Served as chairman of the Marketing Committee. Served as the 1997 Co-Chairman, Dinner on the Desert, fund raising event for the Garden. Currently serving as co-chair, with Pam Hait, on Desert Botanical Garden Conservation Celebration luncheon to support the Central Arizona Conservation Alliance.

Board of Visitors - an active member and past chairman of the Charity Ball, past chairman of publicity for the Board of Visitors Fashion Show, Junior Ball and Charity Ball.

National Charity League - founding President for the Phoenix Chapter of the National Charity League, a mother-daughter volunteer organization for junior and senior high daughters. Within 3 years the organization grew from 20 members to 275. New chapters have been organized in Scottsdale and the East Valley. Recruited founding members, outlined goals, objectives and projects. Initial charity projects including YWCA Women in Transition and St. Mary's Food Bank.

Phoenix Zoo - previously served two terms as a member of the Board of Directors including Second Vice-President, chairman of the Education Committee and chairman of Zoo-Fari, fund raising event for the Phoenix Zoo.

COMPAS - previously served two terms as a member of the Board of Directors and member of COMPAS Television Auction committee.

United Way - served two terms as Special Gifts Chairman for the United Way campaign drive.

Phoenix Arts Commission - founding commission member and member of the Mayor's Ad Hoc Committee on the Arts. Organized and implemented public involvement campaign to secure City Council endorsement for formation of the Arts Commission and approval of the Percent for Arts Program.

Junior League of Phoenix. - as president in 1984-85 developed a marketing plan that included a revision of logo, news magazine and outlined promotion plans for the League's 50th Anniversary; designed and planned training programs and meetings and conducted the Board of Directors and general membership meetings.

City of Phoenix Parks and Recreation Board - served as board member and chairman. Recognized in 1982 by the Arizona Parks and Recreation Association for Outstanding Contributions and Service in the field of Parks and Recreation.

Park Foundation of Phoenix - as founding president initiated the organization and formation of a nonprofit foundation to promote private sector support in the development of the City of Phoenix parks. Activities included: board recruitment and development, promotional program; grant writing and fund raising, presentations to Council and neighborhood groups, grass roots organization and fund raising. Wrote a manual on neighborhood organization and fund-raising.

City of Phoenix Bond Committee - served as a member of the 1979 Parks and Mountain Preserve Bond Committee. Worked actively on successful campaign to win support for parks bond issue.

Friends of the Volunteer Bureau - as a founding president assisted in organizing a fund-raising support group for the Volunteer Bureau. Developed and implemented a membership program and special events for fund-raising.

PAST APPOINTMENTS

Ad Hoc Committee on Papago Park
 Ad Hoc Committee on South Mountain Amphitheater
 Arizona Business Leadership for Education (ABLE), Board of Directors
 Arizona Academy
 Arizona Community Foundation, Distribution Committee
 Association of Junior Leagues, National Board Member
 City of Phoenix Arts Commission
 City of Phoenix Bond Advisory Committee, Parks and Mountain Preserves
 City of Phoenix Parks and Recreation Board, Member and Chairman
 Friends of the Volunteer Bureau, President
 Heritage Square Foundation, Board Member
 National Charity League, Phoenix Chapter, Founding President
 Park Foundation of Phoenix, Founding President
 United Way, Special Gifts Chairman
 University of Arizona Heart Center Advisory Board
 Valley Leadership, Class III
 Volunteer Bureau, Board of Directors
 1998 Valley Leadership Woman of the Year
 2003 Xavier High School Alum of the Year Community Service Award

CURRENT

Desert Botanical Garden, Board of Directors, Trustee Emeritus
 Junior League of Phoenix
 Board of Visitors

Information on these committees and boards including descriptions, past agendas and minutes, and annual reports are available at <http://www.paradisevalleyaz.gov/82/Boards-Commissions>. Have you reviewed the materials posted materials?*

Yes

No

Attach resume and cover letter

* indicates required fields.

MARTHA HUNTER-HENDERSON

BACKGROUND ON MOUNTAIN PRESERVATION

Martha Hunter-Henderson lives in Colonia Miramonte and has extensive experience in city and mountain parks issues, preservation and conservation, and coalition building. A native Phoenician, she has been working on saving Camelback Mountain since 1964. As editor of Xavier High School newspaper, then Martha McGeorge, worked with Senator Barry Goldwater and Margaret Kober, to launch a successful student petition drive to get high school students to support saving Camelback Mountain.

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EDUCATION

Xavier High School, 1964

University of Arizona, B.A., Political Science and History, 1968

University of Arizona, Secondary Education Teaching Certificate, 1969

Partner

Strategies, a public relations and marketing firm.

CIVIC EXPERIENCE

Desert Botanical Garden – served as president and member of the Board of Directors, Executive Committee. Served as chairman of the Marketing Committee. Served as the 1997 Co-Chairman, Dinner on the Desert, fund raising event for the Garden. Currently serving as co-chair, with Pam Hait, on Desert Botanical Garden Conservation Celebration luncheon to support the Central Arizona Conservation Alliance.

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PAST APPOINTMENTS

Ad Hoc Committee on Papago Park
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Arizona Business Leadership for Education (ABLE), Board of Directors
Arizona Academy
Arizona Community Foundation, Distribution Committee
Association of Junior Leagues, National Board Member
City of Phoenix Arts Commission
City of Phoenix Bond Advisory Committee, Parks and Mountain Preserves
City of Phoenix Parks and Recreation Board, Member and Chairman
Friends of the Volunteer Bureau, President
Heritage Square Foundation, Board Member
National Charity League, Phoenix Chapter, Founding President
Park Foundation of Phoenix, Founding President
United Way, Special Gifts Chairman
University of Arizona Heart Center Advisory Board
Valley Leadership, Class III
Volunteer Bureau, Board of Directors
1998 Valley Leadership Woman of the Year
2003 Xavier High School Alum of the Year Community Service Award

CURRENT

Desert Botanical Garden, Board of Directors, Trustee Emeritus
Junior League of Phoenix
Board of Visitors

WORK EXPERIENCE

Martha is a principal with Pam Hait in STRATEGIES, a media and marketing firm (Strategies-az.com)

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Arizona Department of Commerce
Arizona American Indian Tourism Association

Arizona Heritage Tourism Coalition
Arizona Historical Society, Central Arizona Division
Arizona Office of Tourism
Grand Circle Association (30 plus member organization of public and private entities throughout a four-state area)
Grand Canyon Trust
City of Phoenix, Sky Harbor International Airport, Marketing Department
City of Phoenix, Parks, Recreation & Library Department
City of Scottsdale, Economic Development Department
City of Scottsdale, Water Resources Department
City of Tempe, Community Development Department, Rio Salado
Great Mall of Arizona
Mercy Housing Arizona
Morningstar Celebration
Papago Salado Tourism Association
Phoenix Community Alliance
Plaza Del Rio Medical Centers
Pueblo Grande Museum & Cultural Park
Desert Botanical Garden
Phoenix Newspapers, Inc.
Salt River Pima-Maricopa Indian Community
Sedona Cultural Park
Sonoran Institute
SouthEastern Government Organization
Super Bowl XXX All Indian Festival
The Phoenix Zoo
Town of Paradise Valley

Catherine T. Kauffman

Paradise Valley, AZ 85253

January 22, 2018

Dear Mayor Collins and Town Council,

I would like to express my interest in continuing my positions on both the Board of Adjustments and the Historical Advisory Committee. My background includes a B.S in Accounting from Cedar Crest College in 1983. I worked in the accounting field for 10 years. Since 1993, I have been actively involved in many volunteer organizations always finding myself serving on the respective board in some capacity.

Since 1997, I have served on the Town's Historical Advisory Committee. I started on this committee with the job of searching newspaper clippings and putting together the Town history for its 40th anniversary. After Ann Townsend resigned from the Committee, I became the chair. As chair, I continued to record the oral history of the Town through interviews. To date the Committee has compiled 44 interviews of Town officials and residents. The Committee was involved in drafting a policy for the recognition of individual, groups or organizations, which was adopted by the Town Council this past fall. The Historical Committee continues to work with Doug Jordan on a proposed voluntary historical property recognition program, which would be a way for Town residents to voluntarily promote their homes as part of the early history of the Town of Paradise Valley. The Committee also hosted the Town's 50th anniversary celebration at Camelback Inn and is planning to host the Town's 60th anniversary in the spring of 2021.

I have been on the Board of Adjustments since 2003. During this time, I have always done my best to follow the six code requirements in order to approve a homeowner's request for a variance. While some cases are clear-cut others are not as obvious. In all cases, I try to understand the situation while staying within the guidelines of the variance criteria.

I have always enjoyed my involvement with the Town of Paradise Valley and I hope to continue volunteering on both the Board of Adjustments and the Historical Advisory Committee.

Thank you for your consideration.

Catherine Kauffman

Emily Blum Kile
Kile & Kupiszewski Law Firm, LLC

Scottsdale, Arizona 85258

LICENSED TO PRACTICE:

State of Arizona, 1998

State of Illinois, 1993 (inactive)

PROFESSIONAL EXPERIENCE:

Kile & Kupiszewski Law Firm, LLC (f/k/a Kile Law Firm, P.C.), Scottsdale, Arizona
Attorney, October, 2004-present

- Practice in the area of Elder Law, including estate planning, guardianship, conservatorship, special needs planning, ALTCS and VA benefits planning, estate settlement and probate matters.

Lofy & Kile, P.C., Phoenix, Arizona

Attorney, November 2000-October, 2004

- Practice in the areas of estate planning, litigation and dispute resolution. Handle all aspects of each matter including: initial interview of client; legal research; draft pleadings; settlement conferences; depositions; arbitration hearings; and other oral arguments.

Systematic Management Systems, Paradise Valley, Arizona

Executive Vice President, December 1998-November 2001

- Responsible for drafting and negotiating contracts for all services of start up Medicare consulting firm. Responsible for legal research to ensure compliance. Daily contact with all levels of management at long term care facilities, state associations and government agencies.

First Health Group Corporation, Scottsdale, Arizona

Senior Attorney, April 1997-December 1998; January 2002-October 2005

- Negotiate and draft client, vendor and all other corporate contracts for managed care company. Negotiate contracts with clients. Work on various real estate transactions and draft appropriate legal documents including sublease agreements. Provide legal advice as needed to all departments.

Katten Muchin & Zavis, Chicago, Illinois

Associate, Corporate Health Care Department, September 1993-December 1996

- Practice in the areas of litigation and health and hospital law. Involved in a wide range of transactional and litigation projects including: the creation of a health maintenance organization; and representing health professionals in front of government agencies.

EDUCATION:

J.D., Northeastern University School of Law, Boston, Massachusetts, May 1993

M.A., Boston College, Chestnut Hill, Massachusetts, May 1988

B.A., University of Colorado, Boulder, Colorado, May 1986

HONORS: Magna Cum Laude (Psychology), Phi Beta Kappa, Dean's Scholar.

MEMBERSHIP AND VOLUNTEER: Member of the Special Needs Alliance, Member of the Academy of Special Needs Planners, Former Arbitrator for the Arizona Better Business Bureau; Past Chairperson of the Elder Law, Mental Health and Special Needs Planning Section of the State Bar of Arizona, Member of the National Academy of Elder Law Attorneys; Vice Chair, Foothills Caring Corps; Member of the Fiduciary Board; Member of the Alzheimer's Association Program Committee; Chairperson of the Board of Adjustment, Town of Paradise Valley.

OTHER. Retained as Expert in Medicaid litigation case; former Co-Chair of the Academy of Special Needs Planners annual conference (2016 and 2017); Chair of the Member Services Committee of the Special Needs Alliance.



ERIC LEIBSOHN + ASSOCIATES, LTD

January 17, 2018

RE: Reappointment to Board of Adjustment

Dear Mayor and Members of the Town Council,

I have been asked by the Town Clerk to provide a resume and some background information regarding the Board and my professional credentials. For the past six years I have enjoyed serving on this board as a citizen volunteer with near perfect attendance. As you know the Board hears cases dealing with residential variance requests. These requests include setback requirements, height limitations, lot coverage, hillside slopes, etc.

I believe it is important to weigh the merits of each case knowing results convey with the parcel (and not necessarily the current owner). Also, I believe it is important to understand that the Board is not a legislative body with authority to rewrite the zoning ordinance. It is our duty to ensure that the applicant is satisfying all the criteria for a variance approval including actual hardships that are not self-imposed.

I have lived my entire life (with the exception of going to college out of state) in the Valley including the past seven years as a resident of this great town. My degree is Master of Architecture from Tulane University obtained in 1979. I earned professional credentials as a Registered Architect in Arizona over 35 years ago. I reside with my wife of 34 years– Rachelle, who is an attorney at Maricopa County civil division. We have raised two children who are both alumni of the three “C” schools.

In 1986 I established my current firm providing Architectural – Planning services throughout the entire valley and state. I have a very diversified practice of general commercial, industrial and residential projects. I believe my analytical design skill set as an Architect allows me ability to evaluate existing and proposed conditions relative to each particular case.

I have also been a regular participant at the PV men’s breakfast group and provide updates regarding the board activities. It is my desire to continue on the board for another term and continue to be a citizen volunteer for this great town. For your reference – my resume is attached.

Sincerely,

Eric Leibsohn
AZ Registered Architect #15233

Eric Leibsohn + Associates, Ltd.

Paradise Valley, Arizona 85253

Eric Leibsohn, AIA Architect

- EDUCATION:** Tulane University School of Architecture, New Orleans, LA
1979 Masters of Architecture
Arizona State University – Graduate Studies in Urban Planning 1980
San Francisco Center for Architecture and Urban Studies 1978
- PROFESSIONAL REGISTRATION:** Arizona Registered Architect No. 15233 – February 1983
Member of the American Institute of Architects (AIA)
National Council of Architectural Registration Boards
- WORK EXPERIENCE:** Eric Leibsohn + Associates, Ltd , President
Architecture – Planning firm, Phoenix, AZ
Established firm in December 1985
- HONORS +AWARDS:** City of Tempe Beautification Award for Design of Delta Upsilon Fraternity House 1993. GSAS Design Award for ASU Business School. Commercial Leasing Guild – Building of the Month for Deer Valley Industrial Office Project. Biltmore Resort for Frank Lloyd Wright replica gingerbread house competition – popular vote winner 2011. Commendation for design excellence – Tulane University School of Architecture.
- COMMUNITY SERVICE:** City of Phoenix Rehabilitation Appeals Board – past board member and chairman. Town of Paradise Valley Board of Adjustment -2012. Phoenix Scottish Rite Deputy of the Supreme Council in Arizona. Volunteer server at St. Vincent DePaul charity dining room.
- REPRESENTATIVE PROJECTS:** Hanson Pipe and Products , manufacturing plant– El Mirage AZ
USA Youth Fitness Center Phases I + 2 - Gilbert, AZ
Sunrise Preschools - Tempe, AZ
Moon Valley Corporate Center – Phoenix, AZ
APS - Palo Verde Nuclear Generating Station Storage facility.
Nestle Purina addition – Flagstaff AZ
Holsum Bakery – Phoenix, Tolleson, AZ
Freeport McMoRan Copper and Gold Oil Laboratory – Safford AZ

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are currently vacancies or potential vacancies on several of the Town's committees, commissions, and boards.

If you are interested in serving on any of these bodies, please complete this application and submit. The deadline to submit an application is February 8, 2018.

Please select committee(s) in which you are interested.*

- | | |
|--|--|
| <input type="checkbox"/> Arts Advisory Committee | <input checked="" type="checkbox"/> Mummy Mountain Preserve Trust |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Historical Advisory Committee | <input type="checkbox"/> Public Safety Personnel Retirement System Board |

Please provide the following background information.

Name*	Katrina C. Lessard
Address*	
Email*	
Home Phone	
Employer	Lessard Wealth Manager
Occupation	Wealth Manager
Business Phone	
Cell Phone	
Number of years as PV resident	3

Professional experience highlights

As a local business owner, I feel it is important to give back to the community. I was a volunteer for the Boys & Girls Club of Greater Scottsdale where I taught pre-teens/teens the financial concept basics that are unfortunately not taught in our school systems. I also provided our local library systems (Scottsdale & Phoenix) with financial literacy workshops to those in need for over five years.

What experience do you think qualifies you to be a committee member?

As a Mummy Mountain resident, I feel it is important to maintain, preserve and protect the land on Mummy Mountain - as well as all the other mountains within the town's limits. As a committee member, I would help with renaming/rebranding the trust to include the surrounding mountains within the town. I think expanding on this would help with monetary donations. I have served on several fund raising committees and would help devise creative and fun ways to increase monetary funding for the trust.

Community Activities

2018 - Present: Recently appointed Board Member, Town of Paradise Valley Women's Association (Technology Chair) - Teach members how to use online programs such as Facebook, Google Forms, etc.

2017 - Present: Interest Group Chair, Town of Paradise Valley Women's Association (Happy Hour Chair) - Host a monthly happy hour for our members, spouses and guests at various locations across PV, Scottsdale and Phoenix.

Information on these committees and boards including descriptions, past agendas and minutes, and annual reports are available at <http://www.paradisevalleyaz.gov/82/Boards-Commissions>. Have you reviewed the materials posted materials?*

Yes No

Attach resume and cover letter

* indicates required fields.

Katrina C. Lessard, CFP®, CMFC®, RP®

CERTIFIED FINANCIAL PLANNER™

PROFESSIONAL SUMMARY

Experienced professional with a unique combination of business leadership, directing complex projects, developing strategies and collaborating with teams to enhance performance and processes. Adept at cultivating partnerships and building lasting relationships. Ability to empower and motivate others to succeed. Highly experienced comprehensive wealth manager.

SKILLS

- | | | |
|-------------------------------|----------------------------|--|
| ❖ Strategic Business Planning | ❖ Persuasive Communication | ❖ Fostering Innovation |
| ❖ Market Analysis/Penetration | ❖ Leveraging Relationships | ❖ Effective Presentation Skills |
| ❖ Creative Thinker | ❖ Motivational Leadership | ❖ Expertise in Estate, Tax & Wealth Planning |
-

WORK EXPERIENCE

President (*August 2012 to Present*)

Lessard Wealth Management – *Gainey Ranch Financial Center / Scottsdale, AZ 85258*

Successfully own and operate a wealth management practice while maintaining a book of business, prospecting for new clients and managing interns/staff.

- ❖ Assist clients in developing complex legacy planning, tax planning and wealth management strategies
- ❖ Develop business plans/marketing strategies to expand profitability and market share
- ❖ Develop and maintain webpage and social media pages
- ❖ Maintain adherence with compliance and risk management policies

Vice President, Financial Consultant (*February 2004 to July 2012*)

Charles Schwab & Co., Inc. – *Scottsdale Spectrum / Scottsdale, AZ 85253*

Helped clients with comprehensive wealth management techniques while training/coaching internal employees.

- ❖ Recruited to serve as Regional Wealth Ambassador to train advisors and managers on wealth planning tools
 - ❖ Increased wealth planning tool usage for the Scottsdale Investor Center by 85%
 - ❖ Assisted clients in developing wealth management strategies
 - ❖ Cultivated relationships with centers of influence to increase referral business
-

EDUCATION: Bachelor of Science in Economics (Minor in French)

Arizona State University - Tempe, AZ

DESIGNATIONS AND LICENSES

- Series 7, Series 63, Insurance License
- CFP® Designation (CERTIFIED FINANCIAL PLANNER™ Designation)
- CMFC® (Chartered Mutual Fund Counselor)
- RP® (Registered Paraplanner)



www.twitter.com/lessardwealth * www.linkedin.com/in/katrinalessard *
www.facebook.com/lessardwealth * www.lessardwealth.com

ORME LEWIS, JR.

Paradise Valley, AZ 85253

January 3, 2018

Town's Clerk's Office
Town of Paradise Valley
6401 North East Lincoln Drive
Paradise Valley, AZ 85253

Re: Planning Commission vacancy

To those concerned:


Having been involved over many decades in the development Town of Paradise Valley I would I would now welcome the opportunity to serve on the Planning Commission that includes preliminary review and approval in re the 'Hillside Ordinance' matters.

My interest stems from a breath of local experiences: Selling subscriptions the 'Scottsdale Progress,' living in Mountain Shadows East and West, participating in re the complexities of growth in various venues, to wit: evolvement of the Town Charter, 'planned communities,' various resorts, development of the Camelback Mountain trail-parking system

In addition I might well be able to bring to bear my 50 plus years as a real estate broker-developer that extended into a broad array of land use matters, to wit: elected in '66' and '68 to the Arizona State Senate, oversaw BLM, BIA & Office of Territories regulated by the U.S. Department of Interior and was the Development Director for the Arizona Biltmore Estates. As well, I have served on a dozen local, state and national Boards, presently the Arizona State Parks and Scottsdale Museum of the West.

In sum, if you please, my interest serving on the Planning Commission would be to respect the Town's laws and ordinances as well as respect the classic values attributable to the quality of life enjoyed by the citizens and visitors. Thus, I would welcome the opportunity to serve on the Planning Commission.

Sincerely,

Orme Lewis, Jr. 

Enclosure (current vita)

ORME LEWIS, JR.
abbreviated vita
January 1, 2018

Mountain Shadows East

Paradise Valley, AZ 85253

BUSINESS:

Present: Retired real estate adviser-broker (50+ years) specializing in complex real property and land use matters. Sole proprietor: Select Investments, LLC, managing trustee Broadacres LLC (Liberty, Missouri), President, Mesa Highlands, Inc.

Former: U.S. Bank U.S. Bankruptcy trustee and receiver. Founder and senior adviser to World Resources Company, an international non-ferrous metals recycling company with domestic and international facilities which provide world-wide environmental services.

PUBLIC SERVICE:

Federal service: Former Federal service: Deputy Assistant Secretary for Public Land Management U.S. Department of Interior, chaired DOI Advisory Committee on Mining and Mineral Resources, member of the Royalty Policy Committee and the Emergency Minerals Administration ... awarded Conservation Service Award by Bruce Babbitt.

Arizona State service: Elected 23rd and 24th Arizona State Senate (1966-1968), served as majority leader and chair of the Finance Committee, co-chaired Arizona Biomedical Research Committee, Governor's Commission on Higher Education, Regulatory Review Council, Plant Siting and Transmission Line Committee and presently State Parks Board.

Not-for-profit boards: Present Board member Scottsdale Museum of the West and Wise men; past chair: Arizona Historical Foundation, Phoenix Children's Hospital (Health Care Hero 2010), San Pablo School; former board member Arizona Community Foundation, Arizona Chamber of Commerce, ASU Foundation, Boyce Thompson Southwestern Arboretum, Desert Botanical Garden, 'DBC,' Friends of Mexican Art, Men's Art Council, Polycystic Kidney Research Foundation and Xavier College Preparatory School; Life member: Arizona Club, Paradise Valley Country Club, Valley Field 'Riding Club,' Scottsdale Rotary Club, Episcopalian ... The Marquis Who's Who.

EDUCATION: Deerfield Academy and University of Arizona, B.S. (economics) 1958. continuing education. (fraternities: Sigma Nu, Alpha Kappa Psi & Phi Alpha Delta)

LEGACY: Born April 26, 1935, Phoenix, pioneer Arizona heritage; married 1964, Elizabeth Bruening (deceased June 7, 2014), children, Joseph Lewis and Blaise Hazelwood ... wonderful extended family of whom Eleanor K. Sypher is the one!

Duncan Miller

Subject: FW: Committees

From: Bill Plummer [[mailto](mailto:bill.plummer@paradisevalleyaz.gov)]

Sent: Thursday, February 08, 2018 11:37 AM

To: Kevin Burke <kburke@paradisevalleyaz.gov>

Subject: Committees

Kevin,

I am still interested in serving on a committee for the Town of Paradise Valley. You have my previous application and supporting information.

Thank you.

Bill Plummer

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are vacancies on the following committees. Please select one or more of the committees you are interested in. The deadline to submit an application is February 15, 2017

Please select one or more of the following committees you are interested in being appointed to. *

- Advisory Committee on Public Safety Planning Commission
 Arts Advisory Committee Board of Adjustment
 Hillside Building Committee

Please provide the following background information.

Name* Nelson W "Bill" Plummer

Address*

Email*

Home Phone

Employer self

Occupation water resources consultant, domestic and international

Business Phone

Cell Phone

Number of years as PV resident 31

Professional experience highlights

International Consultant-Asia
 Director, Arizona Department of Water Resources
 General Manager, Yuma Mesa Irrigation and Drainage District, Yuma, AZ
 Senior Vice President, Franzoy-Corey Engineers, Phoenix, AZ
 Regional Director, Bureau of Reclamation, Boulder City, NV
 Regional Director, Bureau of Reclamation, Salt Lake City, UT
 Planning and Construction Engineer, Yuma, AZ
 Policy and Budget Analyst, Office of Management and Budget, Executive Office of the President, Washington, DC

What experience do you think qualifies you to be a committee member?

I've lived in many communities across this country which has exposed me to many different issues. I've participated in community activities and served on numerous court juries. I've seen many issues evaluated and sometimes resolved in PV. In addition with over 30 years in the Town I'm aware of the community feelings and positions on the several issues facing the Town. I believe, with my extensive experience spanning several states and very different issues uniquely qualifies me to serve on the Hillside Committee.

Community Activities

Water Quality Appeals Board. Vice Chair, State of Arizona
 Numerous committees involving water at the state and regional level
 Museum and Historical Association, Boulder City NV
 Impact fee citizens committee, City of Yuma, AZ
 Railroad location committee, Yuma AZ
 Served on several juries
 First water committee in PV
 Last water committee in PV
 Sustainability committee, PV

Attach resume and cover letter

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.* Planning Commission ACOPS

Please provide the following background information.

Name*	Lowell A. Shonk
Address*	
Email*	
Home Phone	
Employer	Cupric Canyon Capital LP (Cupric)
Occupation	Financial Executive / semi-retired
Business Phone	
Cell Phone	
Number of years as PV resident	23+

Professional experience highlights

My professional career includes 38 years in the mining and mineral processing industries following graduation from Colorado School of Mines with a MS in Mineral Economics in 1979. My experince has been as a financial executive, and companies i worked for had extensive copper operations in Arizona (as well as world-wide) which eventually led me to live in Arizona.

I retired from Freeport McMoran in 2009 after a 30-year career with Freeport and its predecessor companys (Phelps Dodge and Cyprus Amax).

After "retirement", I helped found Cupric Canyon Capital LP, a private equity company that is developeing a very successful copper-silver project in Botswana Africa. I served initially as CFO as the company was being set up, followed by a period as CEO when Cupric acquired a public mining company and took it private (which included the Botswana mineral licenses), as Vice Chairman and now Board secretary and audit committee chairman as Cupric takes the project through exploration and development stages.

What experience do you think qualifies you to be a committee member?

I received an BA in economics and a certificate in urban planing from Indiana University and where i was involved in several political organizations and ran (unsuccessfully) for student body vice president. At the time i had the intent to pusue a law degree and/or a career as a city manager.

During my professional career in the mining industry, I have had significant involvement and responsibilities for local community relations, environmental affairs and sustainable development at international operations. While administrative manager at a major operation in Idaho (1985-86), my resposibilities included direct oversight of the company townsite of 420 homes.

Community Activities

While at Phelps Dodge (1990-99), I was chairman and co-chairman of the United Way campaign. I am active in supporting Phoenix Theater and St. Vincent de Paul.

I now have the time, interest and capacity to serve Paradise Valley and help pay back the debt I owe to the community for providing a wonderful place to live.

Attach resume and cover letter

* indicates required fields.

LOWELL SHONK

Lowell Shonk has lived in Paradise Valley since 1994. Prior to that, he lived in the Denver, Colorado area and in Tucson, Arizona. He grew up in Lafayette Indiana and went to undergraduate school at Indiana University in Bloomington where he received an BA in economics and a certificate degree in urban planning in 1971. While at IU, Mr. Shonk was involved in campus political activities and since then, he has always been interested in political and community affairs.

While in Colorado, Mr. Shonk received an MS in Mineral Economics from Colorado School of Mines (1979) and a MBA in finance from the University of Colorado Denver (1985).

Mr. Shonk is an experienced financial executive with broad international minerals industry and manufacturing experience at operational, divisional and corporate levels at the following companies and experiences:

- Freeport McMoRan and predecessor its companies now owned by Freeport (including Phelps Dodge, Cyprus Amax and Amoco Minerals).
- Experience with copper, molybdenum, gold, coal, iron ore, industrial minerals and lithium extractive and processing industries.
- Key positions included operational experience as administrative manager/controller at several large mines in Idaho and Arizona, assistant corporate controller and division controller/CFO
- Nearly all positions included responsibility for corporate-level financial and operational analysis, numerous mergers and acquisition and responsibilities and nearly all phases of strategic planning and business development.
- Most assignments included responsibilities related to community affairs, sustainable development and environmental matters.

After retiring from Freeport in 2009, Mr. Shonk helped form Cupric Canyon Capital LP, a private equity company which is owned by its management and Global Natural Resource Investments (formerly Barclays Natural Resource Investments, a division of Barclays PLC).

- The Cupric management team is principally composed of former Phelps Dodge and Freeport executives.
- Cupric has invested over \$250 million in a very successful copper-silver project in Botswana.
- Mr. Shonk served initially as Cupric's CFO while it was being established and as CEO when the company acquired and began developing its major asset. He now serves as Board Secretary and audit committee chairman.

Mr. Shonk also serves on the board and as audit committee chairman of Rare Element Resources, a Denver-based public company with a stellar early-stage rare elements mining and processing project in Wyoming. Mr. Shonk served from 2008 to 2016 as chairman of the audit committee the Society of Mining, Metallurgy and Exploration (SME), the world's leading mining professional association.

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.* Planning Commission ACOPS

Please provide the following background information.

Name*	Andrew (Drew) Smith
Address*	
Email*	
Home Phone	
Employer	InfoArmor
Occupation	Executive Chairman and Founder
Business Phone	
Cell Phone	
Number of years as PV resident	1.5 (prior 16 years in Scottsdale)
Professional experience highlights	

CEO, Entrepreneur and Board Member

Entrepreneurial, results-motivated executive with extensive cyber security, marketing, operations and strategic planning experience. Demonstrated business builder across diverse industries, including SaaS, homebuilding, telecommunications and consumer goods.

- Creative problem solver who leverages financial acumen and consumer insights to drive profitable growth.
- Passion for building brands, launching innovative products and working with agency partners.
- Proven team builder and leader, including talent recruitment, prioritization and motivation.

Specialties: Cyber Security, SaaS, Business Planning and Strategy, General Management, Entrepreneurial Management

What experience do you think qualifies you to be a committee member?

I am an objective listener and problem solver willing to understand and balance the competing interests of residents, businesses, landowners, developers and the Town of Paradise Valley. I am not only well-versed in real estate issues (worked for DMB and Shea Homes in marketing and community-building roles for 5 years), but also am driven to give back to the town my family calls home.

Community Activities

Board Chair, All Saints'; Episcopal Day School
Local Stanford Alumni Volunteer (admissions interviewer)
Scottsdale Bible Church Member

Attach resume and cover letter

* indicates required fields.

DREW SMITH

Paradise Valley, Arizona 85253

summary

Entrepreneurial, results-motivated executive with extensive cyber security, marketing, operations and strategic planning experience. Demonstrated business builder across diverse industries, including SaaS, homebuilding, telecommunications and consumer goods.

- Creative problem solver who leverages financial acumen and consumer insights to drive profitable growth and process improvements.
- Passion for building brands, launching innovative products and working with agency partners.
- Proven team builder and leader, including talent recruitment, prioritization and motivation.

experience

2007-present

INFOARMOR

Scottsdale, AZ

Executive Chairman. Manage board of directors, product strategy and corporate development for \$40 million run rate information security company.

CEO and Founder. Over 10-year period built industry-leading provider of employee identity protection and cyber threat intelligence solutions serving over 800 clients, including 70 of the Fortune 500. Founded company to create identity theft risk analytics for financial services industry. Recruited management team and seasoned board of directors. Raised over \$6M and acquired strategic, business-to-business clients.

- Created employee identity protection service that maintains greater than 80% market share and protects 5 million lives.
- Completed 2 acquisitions enabling creation of advanced threat intelligence division, a leader in cyber threat intelligence and investigative services.
- Sold 20% of company at \$150 million valuation to a leading growth equity investment firm.

2005-2007

SHEA HOMES

Scottsdale, AZ

Vice President of Marketing. Directed strategic marketing and advertising for \$800M active adult division of nation's largest private home builder. Served on executive leadership team and spearheaded annual strategic planning process.

2001-2005

DMB ASSOCIATES

Scottsdale, AZ

Vice President of Operations. Developed ROI-focused lifestyle plans and strategies for mixed use communities in Arizona, California and Hawaii. Leveraged best practices and created community technology standards as in-house strategic planning and management consultant.

Director of Marketing. Managed 12-person team responsible for marketing Verrado, award-winning "master planned town" with projected lifecycle revenue of \$1.2B.

1997-2001

QWEST COMMUNICATIONS (US WEST)

Phoenix, AZ

Residential Access Director, Small Business Marketing Director, Home Office Team Leader.

1996-1997

JOHNSON & JOHNSON

Philadelphia, PA

Tylenol Cold Assistant Product Director.

1992-1994

PEPSICO (TACO BELL)

Irvine, CA

Associate Business Planner, International.

education

1994-1996 **HARVARD BUSINESS SCHOOL** Boston, MA
Master in Business Administration. Co-authored technology operations business case (school uniform manufacturer wrestling with seasonal demand).

1989-1992 **STANFORD UNIVERSITY** Palo Alto, CA
Bachelor of Arts with Distinction in Economics. Economics teaching assistant and editor-in-chief of weekly student newspaper.

community

2013-present **ALL SAINTS' EPISCOPAL DAY SCHOOL** Phoenix, AZ
Chair, Board of Trustees. Elected board chair of K-8 independent day school. Direct 5-year strategic vision and manage board's sole employee, the head of school. Conducting capital campaign feasibility study and planning for significant infrastructure improvements.

Treasurer, Board of Trustees. Partnered with CFO to develop annual budget.

2010-present **SCOTTSDALE BIBLE CHURCH** Scottsdale, AZ
Volunteer. Serve the marriage ministry by counseling engaged couples and the youth ministry as a retreat counselor.

2004-2012 **MCCORMICK RANCH LITTLE LEAGUE** Scottsdale, AZ
Director. Served as board member and coached t-ball, farm, minors and majors youth baseball.

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There is currently a vacancy on the Planning Commission and a vacancy on the Advisory Committee on Public Safety (ACOPS). The Planning Commission provides recommendations on a wide array of land-use issues; including: subdivision plats, lot splits, zoning ordinance amendments, special use permits, and general plan amendments. It is made up of seven members who serve three year terms. The Commission meets twice per month.

ACOPS assists the Police Department and Community Resource Officer in engaging the community in a public dialogue on issues relevant to public safety, including prevention, enforcement, awareness, and community/victim outreach. The Committee meets bi-monthly.

If you are interested in serving on either of these bodies, please complete this application and submit. The deadline to submit an application is January 8, 2017.

Please select committee(s) in which you are interested.* Planning Commission ACOPS

Please provide the following background information.

Name*	Anna Thomasson
Address*	
Email*	
Home Phone	
Employer	Self Employed
Occupation	Business Consultant
Business Phone	
Cell Phone	
Number of years as PV resident	23
Professional experience highlights	

Recently transitioned from a 30-year career as a business consultant with Towers Watson advising Fortune 500 companies on merger integration, employee engagement, cultural change and HR effectiveness. I managed client relationships for some of the largest clients of this \$8B global consultancy including APS, Avnet, Banner Health, Disney, Henkel, Hilton Hotels, Northrop Grumman, Sheraton Hotels, Starwood, T-Mobile, Washington Mutual and others.

Prior to my consulting career, I worked in various Human Resource management roles in the healthcare and manufacturing industries.

What experience do you think qualifies you to be a committee member?

Being an effective business consultant within a large organization to Fortune 500 companies requires excellent listening, problem-solving, and leaderships skills, as well as the ability to work collaboratively with others to accomplish a goal. Among my clients I had a reputation for making the complicated simple, having the courage to tell clients what they needed to hear, not always what they wanted to hear, and always leaving the client's team better informed and more empowered than when we began a project. As a volunteer public servant charged with retaining the very special character of our town, as well as dealing with the realities of 21st century resources, sophistication and growth demands, I will bring a thoughtfulness and pragmatism than can benefit multiple constituencies. While not a community planning professional, I am a passionate resident who has lived here, remodeled my home twice and served our local community. I will bring a passionate, yet pragmatic business perspective to the Planning Commission.

Community Activities

I have served as a public member of the Arizona State Bar Board of Governors as a public member since July 2015. I currently sit on the Human Resources and Finance Committees and was recently unanimously appointed for a second term.
I am beginning my tenure as a mentor for the ASU WP Carey School of Business where i will mentor full-time MBA students.
From 2006-2011, I served on the Board of Directors of the Franciscan Renewal Center and recently help to lead the \$25M capital campaign to build the new church building and develop the campus. I am currently helping to lead the effort to develop a \$50M Endowment Fund.
For the past 10 years, I have raised and trained 5 German Shepherd puppies to be guide dogs for the blind.

Attach resume and cover letter

No file chosen

Convert to PDF?

(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)

* indicates required fields.

Business consultant transitioning from serving Fortune 500 companies to advising start-ups and community boards.

Senior partner with over thirty-five years of business experience with Fortune 500 companies. Reputation for driving functional excellence through talent development, process and technology improvements, while leading strategic change in the business through focus on culture, employee performance and engagement, and succession management, cost and infrastructure control. Pragmatic thinker, decisive, known for delivering results, strong relationship skills and highest level of integrity.

Career

Start-Up Advisor (2013-Present)

Consulted with emerging firms on a variety of issues, including product development, testing, marketing, branding, team development and financing.

- *Lifescape* (platform/app for people, brands, organizations & businesses to centralize, uniquely organize, control, display and share all digital content in a visual framework)
- *Triggers Digital* (mobile performance-management tool that both boosts and measures key employee performance factors.)
- *SelfieCause* (mobile platform allowing brands and business' to connect with passionate individual and stand up for causes they believe in)
- *RubyRide* (personalized, subscription-based Car-and-Driver Service – moved to Pittsburgh)
- *Talk2Legends* (mobile platform that allows users to chat with their favorite athletes and musicians)
- *BarkBed Covers* (my own pet product company)

Willis Towers Watson (1986 - 2015)

A global advisory, consulting and solutions company that helps clients around the world manage risk and grow revenues. With annual revenues over \$1.5B and 40,000 employees serving more than 140 countries, it is viewed as one of the leading global consulting organizations.

- Positions included Regional Leader, Principal, Managing Partner and Director.
- Consulting expertise in total rewards design, organizational change, employee communications and engagement, merger integration and culture change.
- Managed some of the firm's largest client relationships for prominent local and global brands, including: APS, Avnet, Banner Health, Disney, Henkel, Hilton Hotels, Nestle, Northrop Grumman, Republic Services, Sheraton Hotels, Starwood, T-Mobile, Washington Mutual and others.

Prior to consulting, worked in various human resource management roles in the healthcare and manufacturing industries.

Education

- 1980 University of Oregon (Eugene), BA Psychology. Self-financed education by working virtually full time in student housing and retail.
- 1986 University of Wisconsin (Whitewater) MBA Finance. Commuted while working full time.

Community Service

- Public member of the **Arizona State Bar Board of Governors** overseeing policy making and operations since July 2015, currently a member of the Human Resources and Finance Committees, unanimously appointed for a second term.
- Mentor for the **ASU WP Carey School of Business** working with full-time MBA students.
- **Franciscan Renewal Center**
 - Board member and officer (2005-2011)
 - Helped to lead the \$25M capital campaign to build the new church and develop the campus. (2012-2015)
 - Currently helping to lead development of \$50M endowment fund.
- **Valley Leadership Class XII**
- Raised and trained 5 German Shepherd puppies to be **guide dogs for the blind** since 2003

Volunteer Opportunities

TOWN OF PARADISE VALLEY COMMITTEE VOLUNTEER APPLICATION FORM

There are currently vacancies or potential vacancies on several of the Town's committees, commissions, and boards.

If you are interested in serving on any of these bodies, please complete this application and submit. The deadline to submit an application is February 8, 2018.

Please select committee(s) in which you are interested.*

- Arts Advisory Committee
- Board of Adjustment
- Historical Advisory Committee
- Mummy Mountain Preserve Trust
- Municipal Property Corporation
- Public Safety Personnel Retirement System Board

Please provide the following background information.

Name*	teresa zachariah
Address*	
Email*	
Home Phone	
Employer	pulmonary associates
Occupation	physician
Business Phone	
Cell Phone	
Number of years as PV resident	10

Professional experience highlights

see attached

What experience do you think qualifies you to be a committee member?

I have been actively involved in preservation of our natural resources over the past 3 yrs - Sierra Club, Save Our Mountains Foundation and now serving as a director of the Phoenix Mountain Preservation Council.

Community Activities

Information on these committees and boards including descriptions, past agendas and minutes, and annual reports are available at <http://www.paradisevalleyaz.gov/82/Boards-Commissions>. Have you reviewed the materials posted materials?*

Yes No

Attach resume and cover letter

* indicates required fields.

Teresa Heatly M.D.

I would be honored to serve on the Mummy Mountain Preserve Trust.

I have been a lover of mountains and have been hiking the mountain trails since my childhood. I am immensely grateful for the ability to enjoy what others had the foresight to preserve.

I will bring passion of preservation to this committee, but also future vision of linking to other preservation associations- as I see strength in unity.

Teresa Heatly M.D.

Professional Summary:

Board certified in pulmonary/critical care with 23 years in private practice

Licensures:

State of Arizona	#23465 (active)
State of Kentucky	#27609 (inactive)
State of Colorado	#49032 ((active)

Board Certification:

American Board of Internal Medicine

Internal Medicine	1993-2003, 2004-2014
Pulmonary Medicine	1996-2006, 2006-2016
Critical Care	1997-2007 , 2009-2019

National Board of Physicians and Surgeons

Pulmonary Medicine	2015-2020
Critical Care	2015-2020

Occupational History:

5/2006 – present	Pulmonary Associates, PA 1112 East McDowell Road Phoenix, AZ 85006
5/2003 – 4/2006	sabbatical to tour the world
4/2000 – 5/2003	Pulmonary Associates, PA 1112 East McDowell Road Phoenix, AZ 85006
4/2000-7/1995	Northwest Chest Consultants Glendale, Arizona 85306

Directorship:

1996 – 2003	Valley of the Sun Rehabilitation Hospital Director of Respiratory Care and Pulmonary Rehabilitation Glendale, Arizona 85306
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Education:

7/1/1992-6/30/1995	Pulmonary/Critical Care Fellowship University of Kentucky Medical Center Lexington, Kentucky
7/1/1990-6/30/1992	Internal Medicine Residency University of Kentucky Medical Center Lexington, Kentucky
7/1/1989 – 6/30/1990	Internal Medicine/Pediatrics Internship University of Kentucky Medical Center Lexington, Kentucky
8/1/1985 – 5/27/1989	Doctorate of Medicine Texas Tech University Medical School

Academic/Research:

Heatly T., Berger R: “Staphylococcus pneumonia with refractory shock responding to phosphate replacement.” 88th Annual Scientific Assembly Southern Medical Association. Orlando, Florida Nov. 3-6,1994

Heatly T., Berger R: “Usefulness of ultrasound guidance for the cannulation of deep veins in difficult cases.” 60th Annual International Scientific Assembly American College of Chest Physicians, New Orleans, LA. October 31 –November 3, 1994.

Heatly T., Berger R: “Treatment of dopamine resistant septic shock with levophed; preliminary results in 5 cases” XXVII Annual Scientific Assembly, SMA, San Antonio, TX. Nov 11-14,1992.

Publications:

Heatly T., Sekela M. “Single lung transplantation involving donor with documented sarcoidosis.” Heart and Lung Transplantation. August 1994.

Heatly T., Berger R: “Usefulness of ultrasound guidance for the cannulation of deep veins in difficult cases.” Chest, August 1994

Current Preservation Committees:

Phoenix Mountain Preservation Council – board of directors
Arizona Sierra Club - member



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 18-088



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 18-085



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 18-090



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
Thursday, February 8, 2018**

1. CALL TO ORDER / ROLL CALL

Mayor Collins called to order the Town Council Meeting for Thursday, February 8, 2018 at 3:05 p.m. in the Town Hall Boardroom.

COUNCIL MEMBERS PRESENT

Mayor Michael Collins
Vice Mayor Jerry Bien-Willner
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace
Council Member David A. Sherf
Council Member Mark Stanton

STAFF MEMBERS PRESENT

Town Manager Kevin Burke
Town Attorney Andrew Miller
Town Clerk Duncan Miller
Police Chief Peter Wingert
Deputy Town Manager Dawn Marie Buckland
Community Development Director Eva Cutro
Public Works Director Brent Skoglund
Financial Services Manager Doug Allen

2. STUDY SESSION ITEMS

18-074 Mayor and Vice Mayor's Recommendation to Establish a Cellular Service Task Force

Mayor Collins and Vice Mayor Bien-Willner presented a proposed resolution creating a task force whose purpose is to research and prepare a report on a solution, or possibly a menu of options, to provide quality cellular phone coverage and signal strength in the Town of Paradise Valley consistent with the Town's General Plan. The Council discussed membership qualifications and selection, establishing a clear scope of work for any consultants to be hired, and establishing short term and long term goals. The Council supported the proposal and asked for regular updates.

Mayor Collins stated he would schedule the resolution for a vote on February 22, 2018.

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online and are on file in the Office of the Town Clerk.

18-060 Legislative Update

Deputy Town Manager Dawn Marie Buckland briefed the Town Council on legislation pending in the Arizona Legislature. She focused on bills impacting photo enforcement and home-based business licensing. The Council discussed strategies to engage with legislators and share information about the Town's unique characteristics and important role photo enforcement serves in protecting safety of residents, visitors, and police officers.

18-073 Discussion of Single Hauler Trash Collection License Agreement

Mayor Collins explained that this item was scheduled as a result of a vote taken on January 25, 2018 to: *reject the [solid waste and recycling collection and disposal] contract and direct the Town Manager to negotiate a new contract with Republic that addresses items brought up tonight including price, KPI, and timing to be articulated in a study session on February 8, 2018 with action on February 22, 2018, acknowledging all proposals are only good for 180 days from September 6, 2017.*

Mayor Collins deferred to Council Member Stanton, who made the motion, to present his proposal on contract terms to be renegotiated. Town Manager Kevin Burke presented other terms suggested by Council Members. The Council discussed each of the items and provided a consensus opinion to the Town Manager.

Mayor Collins recessed the meeting at 5:30 PM. The Council reconvened in the Town Hall Community Room for Item 18-067.

Mayor Collins reconvened the study session at 6:00 PM in the Boardroom. The Council continued their discussion of proposed amendments to the single hauler license agreement. After the Council finalized their direction to the Town Manager, Mr. Burke met separately with the negotiating group from Republic Services.

18-067 Cherokee Elementary School Art Exhibit

Mayor Collins, the Town Council, and the Arts Advisory Committee hosted a reception for the Cherokee Elementary School Art Exhibit in the Community Room. The students' art work would be on display for one month.

3. EXECUTIVE SESSION

18-075 Discussion of Town Manager and Town Attorney Performance Reviews as authorized by A.R.S. §38-431.03(A)(1).

18-057 The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

4. BREAK

5. RECONVENE FOR REGULAR MEETING

Mayor Collins reconvened the meeting at 6:40 PM.

6. ROLL CALL

COUNCIL MEMBERS PRESENT

Mayor Michael Collins
Vice Mayor Jerry Bien-Willner
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace
Council Member David A. Sherf
Council Member Mark Stanton

STAFF MEMBERS PRESENT

Town Manager Kevin Burke
Town Attorney Andrew Miller
Town Clerk Duncan Miller
Police Chief Peter Wingert
Deputy Town Manager Dawn Marie Buckland
Community Development Director Eva Cutro
Public Works Director Brent Skoglund
Financial Services Manager Doug Allen

7. PLEDGE OF ALLEGIANCE*

Mayor Collins led the Pledge of Allegiance.

8. PRESENTATIONS*

There were no presentations.

9. CALL TO THE PUBLIC

Resident Robert Rasmussen stated that non-residents should not be allowed to address the Council on Action Items like the single hauler license agreement.

10. CONSENT AGENDA

Mr. Burke summarized the items on the Consent Agenda.

18-061 Minutes of Town Council Meeting January 25, 2018

18-072 Adoption of Resolution 2018-04; Amending the Municipal Property Corporation Bylaws

A motion was made by Vice Mayor Bien-Willner, seconded by Council Member Dembow, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

11. PUBLIC HEARINGS

There were no public hearings.

12. ACTION ITEMS

18-050 Adoption of Ordinance Number 2018-01: Amending Town Code Section 2-5-2 Regarding Small Wireless Service Facilities Located in the Rights-of-Way

Mr. Burke stated that the Town Council reviewed the proposed amendments to the Small Cell wireless service facilities ordinance on January 11, 2018. There were no questions or discussion from the Council and no public comment.

A motion was made by Vice Mayor Bien-Willner, seconded by Council Member Moore, to adopt of Ordinance Number 2018-01: Amending Town Code Section 2-5-2 Regarding Small Wireless Service Facilities Located in the Rights-of-Way The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

18-068 Reconsideration of Vote to Reject Resolution 2018-03; Single Trash Hauler License Agreement with Republic Services and direct the Town Manager to negotiate a new contract with Republic Services, Approved on January 25, 018

Mayor Collins stated that pursuant to Town Council Rules of Procedure Section 14, Paragraph (K), a motion to reconsider any action taken by the Council is in order on the day the action was taken or at the next regular meeting. Any motion to reconsider must be made by a member voting in the majority, but may be seconded by any member. The Town Clerk confirmed that Mayor Collins, Council Member Stanton, Council Member Pace, and Council Member Sherf voted in the majority on the motion.

A motion was made by Council Member Stanton, seconded by Vice Mayor Bien-Willner, to reconsider the action taken on January 25, 2018 to reject the contract and direct the Town Manager to negotiate a new contract with Republic that addresses items brought up [at the 1/25/18 Council Meeting] including price, key performance indicators, and timing to be articulated in a study session on February 8, 2018 with action on February 22, 2018, acknowledging all proposals are only good for 180 days from September 6, 2017.

Mr. Burke, on behalf of the Town, and Alberto Guardado, Director of Operations for Republic Services, and Tom Baker, Area Municipal Manager for Republic Services reported to the Town Council on the results of their negotiations. Republic Services accepted most of the amendments but rejected the request to eliminate the annual rate adjustment. They countered with a 3% annual increase. Republic Services also asked for clarification of the termination for convenience provision to include an opportunity to cure any violation prior to termination.

Mayor Collins opened the meeting for public comment.

Resident Lowell Shonk spoke in favor of the agreement.

The following residents spoke in opposition to the agreement: Nan Murley, Marsi Johnson, Robert Rasmussen, Joy MacLean, Jane Kunde, Joseph Scherzer, Toby Shine, Dorothy Smith, Tony Scire, Bernard Kirk, Bob Kramer, Liz Clendenin, Sandra Farmer, Bill MacLean, Janie White, and Tom Gates.

Mayor Collins responded to parliamentary inquiries.

The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

**18-069 Consideration of Single Trash Hauler License Agreement with
Republic Services and Associated Resolution**

A motion was made by Council Member Stanton, seconded by Council Member Pace, to reject the contract and direct the Town Manager to negotiate a new contract with Republic that addresses items brought up [at the 1/25/18 Council Meeting] including price, key performance indicators, and timing to be articulated in a study session on February 8, 2018 with action on February 22, 2018, acknowledging all proposals are only good for 180 days from September 6, 2017.

The Town Council discussed the motion. Council Member Stanton offered to withdraw his motion. Council Member Pace, as the member who seconded the motion, did not agree. There was no public comment.

The motion failed by the following vote:

Aye: 1 - Council Member Pace

Nay: 6 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Sherf
Council Member Stanton

A motion was made by Council Member Dembow, seconded by Council Member Moore, to reject Resolution Number 2018-03 and direct the Town Manager to postpone indefinitely further discussions on having a single licensed solid waste hauler.

The Council discussed the motion. Council Member Sherf and Council Member Pace offered the following additional language to the motion.

“until the Town Council appoints a task force involving residents to address options for haulers including licenses and regulation as part of the solution.”

Council Member Dembow and Council Member Moore agreed to the additional language.

Final Motion

Do not approve Resolution Number 2018-03 and direct the Town Manager to postpone indefinitely further discussions on having a single licensed solid waste hauler until the Town Council appoints a task force involving residents to address options for haulers including licenses and regulation as part of the solution.

The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

13. FUTURE AGENDA ITEMS

18-059 Consideration of Requests for Future Agenda Items

Mr. Burke summarized the items on the future agenda topics list. He stated that it may be necessary to start the February 22, 2018 meeting early to accommodate committee volunteer interviews.

14. MAYOR / COUNCIL / MANAGER COMMENTS

Vice Mayor Bien-Willner reported on the MAG Regional Committee meeting. He stated that the focus was on homelessness in Maricopa County.

Council Member Pace provided an update on the Advisory Committee on Public Safety. She stated that in the spring the Police Department would host a document shredding event, a presentation by the IRS on identity theft, a water safety class, and a CPR class. She said Coffee with a Cop is held the first Wednesday of each month.

A motion was made by Vice Mayor Bien-Willner, seconded by Council Member Moore to go into executive session to discuss the Town Manager and Town Attorney Performance Reviews as authorized by A.R.S. §38-431.03(A)(1). The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

Mayor Collins recessed the meeting and convened the executive session at 9:25 PM

15. ADJOURN

A motion was made by Council Member Sherf, seconded by Council Member Dembow, to adjourn. The motion carried by the following vote:

Aye: 7 - Mayor Collins
Vice Mayor Bien-Willner
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Sherf
Council Member Stanton

Mayor Collins adjourned the meeting at 9: 35 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
) :ss.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, February 8, 2018.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Action Report

File #: 18-093

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager

DATE: February 22, 2018

DEPARTMENT: Town Manager

AGENDA TITLE:

Resolution 2018-05 Establishing a Cellular Service Task Force

Town Value(s):

- Primarily one-acre, residential community
- Limited government
- Creating a sense of community
- Partnerships with existing schools and resorts to enhance recreational opportunities
- Improving aesthetics/creating a brand
- Preserving natural open space

Poor cell service has remained a challenge for the Town of Paradise Valley. Resolving this issue is an important part of community.

Council Goals or Statutory Requirements:

Responsiveness to Residents - Identify and consider resident concerns in a timely manner and seek solutions to the best of the Town's ability. Cell Service - Town Facilitated Solution

RECOMMENDATION:

Adopt Resolution 2018-05 creating a Cellular Service Task Force.

SUMMARY STATEMENT:

Poor cell service remains a challenge for Paradise Valley due to its mountainous topography and strict aesthetic guidelines. The Town has discussed this for many years and tried various improvements such as the 42 node Distributed Antenna System (DAS) in faux cactus around Town. The latest effort explored three macro antennas placed around Mummy Mountain by American Tower Corporation (ATC). While the RF mapping and the camouflaged antenna product are promising, the lack of site control is proving difficult to accomplish the task. In short, the sites needed are not controlled by the Town and private negotiations have not proven fruitful at this juncture.

File #: 18-093

Consequently, the Mayor and Vice Mayor are recommending the creation of a Task Force that would include a variety of resident experts with support from staff and paid industry experts, to develop a set of options and recommendations back to the Town Council for their consideration.

BUDGETARY IMPACT:

The suggestion is to allot \$50,000 (would come from Contingency) to this project

ATTACHMENT(S):

Proposed Resolution 2018-05 creating a Cellular Service Task Force.

RESOLUTION NUMBER 2018-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA ESTABLISHING A CELLULAR SERVICE TASK FORCE

WHEREAS, the Town Council understands that topography, land use patterns, and the desire to protect scenic beauty have historically created challenges achieving quality cellular phone coverage and signal strength in the Town of Paradise Valley;

WHEREAS, the Town Council, through its own experience and from numerous and ongoing reports from residents and visitors, has determined that the current lack of quality cellular phone coverage and signal strength in the Town of Paradise Valley is a risk to public safety and is detrimental to the quality of life of residents and visitors;

WHEREAS, the Town Council considers the risk to the safety and detriment to the quality of life of residents and visitors critical challenges that warrant an immediate increase in focused attention and resources; and

WHEREAS, the Town Council desires to establish a Cellular Service Task Force (the "Task Force") to address these critical challenges by reviewing existing conditions and seeking solutions to providing quality cellular phone coverage and signal strength in the Town of Paradise Valley in a manner not inconsistent with the Town's General Plan.

NOW, THEREFORE, BE IT RESOLVED that a Town of Paradise Valley Cellular Service Task Force is hereby formed and is structured and commissioned as follows:

A. The Task Force shall conduct its efforts with the goal of preparing a report on the findings and conclusions (which may include a menu of options) of the Task Force to the Town Council in sufficient time for the findings to be considered by the Town Council during its 2018 fall deliberations.

B. The Task Force shall have both steering members and general members, with the seven steering members of the Task Force to serve at the pleasure of the Council, or until completion and presentation of a final report on findings and recommendations is made to the Town Council, whichever is earlier.

C. The steering members and Chairman who shall be the voting members and whose attendance shall be used for the purpose of determining a quorum of the members for both public meeting and voting purposes of the Task Force shall be as follows:

Mayor Michael Collins
Vice Mayor Jerry Bien-Willner, **Chair**
Town Manager Kevin Burke

Four staff members appointed by the Town Manager to serve until such time as community members assume these positions.

D. The general members of the Task Force shall be non-voting general members and chosen by a majority vote of the steering members.

E. The Task Force shall be entitled to limited staff support from the Town, with such support to include coordination and outreach to residents and industry experts, development of documents and graphics in support of Task Force activities, and any other measures or work product that a majority of the Task Force's voting members may determine would be appropriate to advance the goals and objectives of the Task Force stated in this resolution.

F. The Task Force shall be entitled to limited financial support from the Town, such support not to exceed \$50,000, for, upon a majority vote of its steering members, the hire of industry experts and consultants necessary to validate existing conditions and research and recommend technological solutions.

G. The Task Force shall hold its regular meetings in public with advance notice of such meetings provided to the general public through the Town's website and public notice board and with meeting minutes to be taken at all public meetings and made available on the Town's website.

H. Upon presentation of its report on the findings and conclusions of the Task Force to the Town Council the Task Force shall be disbanded, but in no event shall the final report and the cessation of the Task Force be later than October 31st, 2018.

ADOPTED by the Town Council of the Town of Paradise Valley this 22th day of February, 2018.

Michael Collins, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney



Action Report

File #: 18-064

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Peter Wingert, Chief of Police

DATE: February 22, 2018

DEPARTMENT: Police Department

AGENDA TITLE:

Award of Contract to Dynamark Monitoring, Inc for Alarm Monitoring Services

Council Goals:

Fiscal year 2017-2018 Responsiveness to Residents Goal

RECOMMENDATION:

Authorize the Town Manager to execute a contract with Dynamark Monitoring, Inc for services related to the Police Alarm Monitoring Program.

SUMMARY STATEMENT:

Since 2015, Staff has presented different scenarios regarding the alarm monitoring program. The scenarios have included:

1. Discontinuing service
2. Using the infrastructure of an alarm monitoring partner
3. Investing in infrastructure on our own

In December 2016, an Alarm Work Group was created. The Town Council gave the following "Markers of Success" for the continuation of the alarm monitoring program:

- A revenue neutral model with ongoing financial viability
- Knowledge that the system works all the time
- A basic level of alarm service
- Staff to support the alarm monitoring program
- Growth in the alarm program
- Enthusiastic subscriber base

The Work Group was staffed by Vice Mayor Bien-Willner, Councilmember Stanton, Town Manager Burke, Chief Wingert and Senior IT Analyst Kornovich. This group sought the advice of a local alarm expert, John Jennings, a retired Safeguard Security executive, to determine what options were

available. The work group determined that a hybrid monitoring model could be created, using the alarm infrastructure of a private vendor and the customer service, billing and dispatching of the Town. In May 2017, the Council gave support of releasing a request for proposal seeking a partner on a hybrid alarm monitoring system. Staff heard the following directions from the Town Council during the May 2017 meeting:

1. Explore a partnership with a provider who can receive signals from customers and provide them to the PVPD
2. Partnership should respect the current subscribers' desire for reduced response times and data privacy
3. The subscriber base should be allowed to shrink by natural attrition, no new subscribers will be sought for the alarm monitoring service.

The RFP was released in October 2017, with a due date of November 17, 2017. Four proposals were received. A scoring team made up of staff and Mr. Jennings was selected to review and score the proposals. The highest scoring proposal belonged to Dynamark Monitoring and is included with this item.

The highlights of the Dynamark proposal include:

- Recognized National Certificates including; UL Listed, Five Diamond Monitoring Center, FM Approved, IQ Certified
- Background checks completed on all employees by Maryland State Police
- \$2.50 per month per account
- Direct communication of signals to PVPD by secure internet tunnel (VPN)
- ASAP to PSAP ready

The drawbacks of the Dynamark proposal include:

- Located in Hagerstown, MD, but has local representative

The Dynamark solution provides the three "Markers of Success" that a partner can provide, including a basic level of alarm service, knowledge that the system always works and a revenue neutral model. The Dynamark solution provides the financial flexibility to appropriately staff the alarm monitoring program. The town made a commitment to not expand the program, and the enthusiasm of the subscribers is outside the control of either the Town or the alarm monitoring partner.

A basic transition plan and timeline to the new monitoring service is included in the Powerpoint. This plan will require the resumption of staff to implement and maintain; however, revenue for said staff from subscriber fees are anticipated to cover the associated costs.

BUDGETARY IMPACT:

The subscriber fees will cover the costs associated with the Dynamark contract. Staff needed to continue this program could also be funded from subscriber fees. There will be no general fund dollars needed to continue this program.

ATTACHMENT(S):

Powerpoint titled "020818 Alarm Monitoring RFP results"



Dynamark Monitoring, Inc.
 525 Northern Avenue
 PO Box 2070
 Hagerstown, Maryland 21742

Monitoring Agreement

This AGREEMENT is made this _____ Day of _____, _____ by and

Between **DYNAMARK MONITORING, INC.** henceforth referred to as
DYNAMARK in this agreement, and

Dealer Town of Paradise Valley (also identified as "Town")
 Contact: Peter Wingert, Chief of Police
 Physical Address 6433 East Lincoln Drive
 City Paradise Valley State AZ ZIP 85253
 Mailing Address 6433 East Lincoln Drive
 City Paradise Valley State AZ ZIP 85253
 Telephone 480-948-7418 FAX 480-348-3623
 e-mail address: pwingert@paradisevalleyaz.gov Web site: N/A

I have read, I understand, and I will comply with the policies, terms, and conditions as contained within the Monitoring Agreement.

DYNAMARK

DEALER

 Print or Type Name

Town of Paradise Valley
 Print or Type Name

 Title

By: Kevin Burke, Town Manager
 Title

 Signature

 Signature

 Date

 Date

1. DESCRIPTION OF SERVICES PROVIDED: **Dynamark** agrees to provide monitoring services as hereinafter set forth for the alarm system(s) installed by 3rd party "Installers ("Installers") at the premises of Town's customers, hereinafter collectively and singularly referred to as "Customer".
2. TERM, PAYMENT, RENEWAL, TERMINATION:
 - (a) In consideration of the monitoring services provided, Town shall pay to **Dynamark** monthly, in advance, a monitoring service charge for each of Customer's systems connected to **Dynamark's** monitoring equipment in accordance with the terms, rates and charges set forth on Schedule "1" attached hereto for a period of 5 years from the date the first Customer account is activated under this Agreement. Except as permitted by the provisions of Section 6, **Dynamark** agrees that it will not change the rates and charges set forth in Schedule "1" during the first (5) years.
 - (b) Renewal options are addressed in the Addendum to this agreement.
 - (c) Town shall be solely responsible for the installation of any telephone company service or equipment necessary to transmit signals from Customer to **Dynamark** and in addition, shall pay to **Dynamark** all charges made by any telephone company or other utility to **Dynamark** for telephone lines or equipment transmitting signals between Customer's protected premises and **Dynamark's** Central Station. Town acknowledges that signals are transmitted over telephone company signal channels and Internet Service Provider networks, which are wholly beyond the control and jurisdiction of **Dynamark** and are maintained and serviced by the applicable telephone company or provider.
 - (d) In the event either party shall terminate this Agreement, then and in that event, Town shall disconnect all of its alarms from **Dynamark's** signal receiving equipment within thirty (30) days from the date of notice of termination. During this thirty (30) day period, Town shall continue to pay to **Dynamark** the monitoring service charge for each alarm system monitored by **Dynamark**. At the end of this thirty (30) day period, **Dynamark** may, at its option, continue to monitor those systems still connected to its signal receiving equipment or terminate the monitoring services after giving ten (10) days written notice to Town and the Customers still connected. **Dynamark** will continue billing Town, and Town shall be obligated to pay, for any cancelled account still transmitting signals to the central station.
 - (e) If Town fails to disconnect all Customers from **Dynamark's** monitoring facilities within the time limits set forth in this Agreement, Town authorizes **Dynamark** to take such action as may be necessary to disconnect Customer's systems from **Dynamark's** monitoring facilities.
3. SERVICES PROVIDED: **Dynamark** agrees to monitor without liability, and not as an insurer, the signals of alarm system(s) installed by Installers. If, in the opinion of **Dynamark**, use by the Town or Customer adversely affects the use of the monitoring equipment, this Agreement may be terminated thirty (30) days following written notice to Town. Town agrees that **Dynamark's** maintenance obligation hereunder relates solely to the maintenance and operation of the monitoring equipment in **Dynamark's** central office, and that **Dynamark** is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system, or any device or devices of Town or Customer.
4. ALARM NOTIFICATION: **Dynamark**, upon receipt of a signal from Customer's premises, shall make every reasonable effort to respond in the manner set forth in the Town's Alarm System Monitoring Agreement with Customer. **Dynamark** may discontinue any particular type of response, if required to do so by any governmental authority,
5. EXCESSIVE SIGNALS: In the event an excessive number of signals are caused by Customer's and/or Town's carelessness, malicious action or accidental use of the alarm system, **Dynamark** and Town will work together to identify and resolve any Customer account sending an excessive number of signals (Runaway Account). Excessive shall mean any Customer account sending more than 10 signals in a 30 minute period. Town will notify Customer and provide 24 hours for resolution. **Dynamark** and Town may place Customer on inactive status until Customer or Customer's Installer provides proof of resolution.

6. **TAXES; UTILITY CHARGES:** Town agrees to pay any and all sales, use, business taxes or personal property taxes imposed by any Municipal, State and/or Federal authorities in connection with the services to be performed by **Dynamark**, and Town agrees to hold **Dynamark** harmless from and to indemnify **Dynamark** against, any claim for the foregoing. Town acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any.
7. **PERMITS/LICENSES:** Town represents that it has secured whatever permission, permits or licenses that may be necessary from local, governmental or insurance authorities for the monitoring of the alarm system(s).
8. **PARTIES' DUTIES:**
- (a) Town shall provide to Dynamark a complete copy of Town's Alarm System Monitoring Agreement which is attached hereto as Schedule "2". Dynamark shall approve the contract prior to providing any monitoring service. Dynamark shall have no obligation to provide monitoring service until (i) Dynamark has received and approved said fully executed Agreement and all necessary Customer notification information; and (ii) test signals have been received and accepted by Dynamark. Town shall not alter, amend, cancel, or otherwise change the terms of Town's Alarm System Monitoring Agreement without prior written consent and without delivering to Dynamark a copy of the amendment or change.
- (b) Town warrants and represents that it has contracts with its Customers containing language suitable and in accordance with industry standards. Town further warrants that Town's Contract does not violate any State or Federal Law.
- (c) Town agrees to furnish to Dynamark all changes, revisions, and modifications to the Customer notification information either:
- (i) In writing to Dynamark;
 - (ii) Town updates information via Dynalink
- (d) All equipment installed by Town to transmit signals to the monitoring equipment of Dynamark shall be compatible with Dynamark's monitoring equipment.
- (e) Town shall keep in full force and effect, general liability and errors and omissions insurance covering the operations of Town in the minimum amount of \$1,000,000. Town shall provide Dynamark with certificates of insurance evidencing such coverage if requested by Dynamark, and shall further arrange with the insurance carrier that **the insurance carrier will notify Dynamark of any cancellation or change in coverage.**
9. **INTERRUPTION OF SERVICE:** Dynamark assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of phone service or internet, acts of God, or for any other cause beyond the control of Dynamark and Dynamark will not be required to supply monitoring service to Town and Customer while such cause may continue.
10. **SUSPENSION OR CANCELLATION OF SYSTEM:** This Agreement may be suspended or cancelled, without notice at the option of Dynamark, if Dynamark's or Customer's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Dynamark is unable to render service as a result of any action by any governmental authority.
11. **DELINQUENCY; RECONNECT CHARGES:** In the event any payment due hereunder is more than thirty (30) days delinquent, Dynamark may impose and collect from Town a delinquency charge at the rate of 1.5% per month but not in excess of the maximum rate permitted by Maryland law as of the date of this Agreement. If the monitoring service is discontinued because of Town's past due balance, and if Town desires to reestablish monitoring service, Town shall pay in advance to Dynamark all past due amounts
12. **DEFAULT BY TOWN:** If Town fails to pay the monthly monitoring fee within thirty (30) days from the billing date or fails to pay any other amount herein provided within thirty (30) days after the same is due and payable, or if Town fails to perform any other provisions hereof within ten (10) days after **Dynamark** has

requested in writing performance thereof, Dynamark shall have the right but shall not be obligated to exercise any one or more of the following remedies:

- (a) Recover the existing amounts due from Town or Customer and continue to provide monitoring service, in which case Dynamark shall be entitled to recover, in addition, the periodic amounts due under the contract for said services from Town or directly from Customer;
- (b) Discontinue monitoring service upon giving ten (10) days written notice to Customers and Town;
- (c) Recover from Town all sums Dynamark may be entitled to under the law;
- (d) Exercise any and all other remedies available at law or equity including, but not limited to, seeking actual damages it has incurred. Dynamark shall also be entitled to recover all reasonable collection expenses, court costs and attorney fees.

Discontinuance of monitoring services due to Town's default shall not be considered to constitute a breach by **Dynamark** of this Agreement or a waiver by **Dynamark** of any of its rights or ability to recover damages.

13. DYNAMARK MONITORING IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF

LIABILITY: It is understood and agreed: that **Dynamark** is not an insurer, that insurance shall be obtained by the Town; that the payments provided for herein are based solely on the value of the monitoring service as set forth herein and are unrelated to the value of Town's or Customer's property, Dynamark makes no guarantee, representation or warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose; The services provided by Dynamark are designed to reduce, but not eliminate certain risks of loss and Dynamark does not represent or warrant, expressly or implied, that the services provided will avert or prevent occurrences or the consequences thereof which the System or service is designed to detect or avert. Town acknowledges that it is impractical and extremely difficult to fix the actual damages, including property loss, personal injury or death, if any, which may be proximately the result of Dynamark negligence, a failure to perform any of the obligations herein, or the failure of the monitoring service or equipment to properly operate, with resulting loss to Customer and/or Town because of among other things:

- (a) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
- (b) The uncertainty of the response time of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Dynamark's failure to perform or by its equipment to operate;
- (d) The uncertainty of any claim that might be made by Customer against Town or Dynamark;
- (e) The nature of the service to be performed by Dynamark.

Town understands and agrees that if DYNAMARK should be found liable to Town for loss or damage to property or persons due to Dynamark's negligence or failure of Dynamark's monitoring service or monitoring equipment in any respect whatsoever, Dynamark's liability shall be limited to an amount not to exceed Five Hundred Dollars (500.00), and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Dynamark, its agents, assigns or employees.

14. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, including but not limited to Customer, shall make any claim or file any lawsuit against Dynamark for any reason related to Town's obligations pursuant to this Agreement, or for any reason relating to Town's provisioning of alarm service, including but not limited to the operation or non-operation of the alarm system, or any failure of Town's service, or relating to Town's negligence, Town agrees to indemnify, defend, and hold Dynamark harmless from any and all claims and lawsuits, including the payment of all damages, expenses, cost, and attorney's fees, whether these claims be based upon alleged intentional

conduct, negligence, contribution, indemnification, or strict product liability.

15. TRANSFER OF DATA: Town agrees to provide Dynamark with a full and complete inventory of Customer's data that Town desires to be monitored. Town may provide this information via hard copy, or in electronic format. Town recognizes the substantial effort put forth by Dynamark in good faith to commence monitoring Town's Customers. Town hereby agrees to commence actively monitoring accounts not later than ninety (90) days from the date of the Agreement. If Town provides data and allows Dynamark to convert such data and for any reason chooses not to actively monitor with Dynamark Town agrees to reimburse Dynamark at an amount of three (\$3.00) dollars per account converted.
16. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER; ATTORNEY'S FEES: with the inclusion of the addendum, the parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreement of the parties, and the parties rely only upon the contents of this Agreement in executing it. Only a writing signed by the parties or their duly authorized agent can modify this Agreement. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. In the event Dynamark shall file suit or maintain any legal proceedings to enforce the provisions of the Agreement, Town shall pay Dynamark's actual attorney's fees and court costs.
17. GOVERNING LAW AND JURISDAICTION: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws rules.
18. RECEIPT OF COPY: TOWN ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.
19. DISCLAIMER OF WARRANTIES: DYNAMARK MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE MONITORING EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR USE. TOWN ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY DYNAMARK SHALL NOT BE DEEMED TO CREATE EXPRESS WARRANTY; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. TOWN ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND PARTICULARLY PARAGRAPHS 13 AND 14 REGARDING DYNAMARK'S LIMITATION OF LIABILITY. TOWN ACKNOWLEDGES THAT HE HAS DISCUSSED THE FIVE HUNDRED DOLLAR (\$500.00) LIMITATION AS SET FORTH IN PARAGRAPH 13. TOWN ACKNOWLEDGES THAT HE MAY OBTAIN A HIGHER LIMITATION OF DYNAMARK'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

TOWN INFORMATION

Town Name _____
Town Address _____
City _____ State _____ ZIP _____
Telephone _____ FAX _____
State Alarm Town License # _____
State Tax ID# _____ Federal Tax ID# _____
Organization Type Corporation ___ Partnership ___ Individual ___ Other ___

TOWN CONTACTS

Name _____
Address _____
City _____ State _____ ZIP _____
Telephone _____ FAX _____

Name _____
Address _____
City _____ State _____ ZIP _____
Telephone _____ FAX _____

GENERAL INFORMATION

Please indicate the best method for contacting you after business hours

___ Cell Phone: _____
___ Home Phone: _____
___ Pager: _____
___ Answering Service: _____
___ Other Phone #: _____

Brand name of panel most commonly used by your company _____
Type of receiver format you prefer _____

DEFAULT INSTRUCTIONS

1. Signal Type Instructions

The instructions below indicate the default instructions on how DYNAMARK handles various signals. If you wish to have us handle them differently, please indicate in the space provided below.

	<u>COMMERCIAL</u>	<u>RESIDENTIAL</u>
Fire	Dispatch/Premise/Call List/Town	Dispatch/Premise/Call List
Fire Supervisory	Premise/Call List	Premise/Call List
Fire Trouble	Premise/Call List	Premise/Call List
Telco Trouble	Premise/Call List	Premise/Call List
Tamper	Premise/Dispatch/Call List	Premise/Call List
Burglary	Premise/Dispatch/Call List	Premise/Dispatch/Call List
Hold-Up/Panic	Dispatch/Call List	Dispatch/Call List
Medical	Premise/Dispatch/Call List	Premise/Dispatch/Call List
Cancel	Log Preceding Alarm	Log Preceding Alarm
Supervisory	Premise/Call List	Premise/Call List
Trouble	Premise/Call List	Premise/Call List
No Test	Notify Town	Notify Town
AC Fail	Premise/Call List	Premise/Call List
Low Battery	Premise/Call List	Premise/Call List

2. Runaway account contact list: Please include home phone, cell phone, and pager numbers

- 1) _____
- 2) _____
- 3) _____

REPRESENTATIVE PASSWORDS

List all owners, officers, and employees who will be in contact with the Central Station for any reason pertaining to your company's accounts. Each password should contain at least 4 characters, but not more than 13 characters.

Name _____	Password _____
Name _____	Password _____
Name _____	Password _____
Name _____	Password _____
Name _____	Password _____

Schedule 1.

	Item	Unit	Fee	Notes
1.	System and Data Setup, Installation, Testing and Full Readiness (Includes system design, engineering, installation parts and labor, optimization, acceptance testing, customer and system data set-up and conversion, and one-year parts and labor warranty on system components, software, training and installation.)	Bold software one time instillation and Licenses \$4250.00 One Time Data Entry \$3.00 per account (\$1140.00 based on 380 accounts VPN and your PC's	\$ 5390	enables remote location of signals Entry of all accounts into our data base not provided, needs to be provided by PV
2.	Monthly net cost to the Town per account	2017 price per account per month	\$ 2.50	minimum charge of \$250.00
		2018 price per account per month	\$ 2.50	minimum charge of \$250.00
		2019 price per account per month	\$ 2.50	minimum charge of \$250.00
		2020 price per account per month	\$ 2.50	minimum charge of \$250.00
		2021 price per account per month	\$ 2.50	minimum charge of \$250.00
	<i>Uplink Pd by PV</i>		0	
	<i>Use this section to add additional features and their costs. Items must be mentioned in Technical Narrative.</i>	Bold group License and PC client License (we believe you will need two)	\$60.00 per month \$30.00 per month each \$60.00 total pro monthly	

Schedule 2

**[Copy of Town's Alarm System Monitoring Agreement
To Be Attached]**



TOWN OF PARADISE VALLEY
RESIDENTIAL ALARM MONITORING AGREEMENT



This is an agreement between _____ (hereinafter referred to as "Subscriber") and the Town of Paradise Valley, Arizona (hereinafter referred to as "Town") for the purpose of monitoring an residential y alarm system installed by an installing alarm company (hereinafter referred to as ("Alarm System") at the Subscriber's premises at:

 (ADDRESS) (CITY, STATE, ZIP)

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- MONITORING SERVICES:** In consideration of a monthly service charge (to be determined based on type and zones in accordance with Town's fee schedule) the Town will provide monitoring of the Alarm System installed at the above premises owned or occupied by Subscriber. Subscriber represents they operate and maintain the Alarm System at the premises, which has been installed by an independent third party installer company ("Installer"), and have requested alarm monitoring services. **The monitoring service provided by Town does NOT include: flood or water flow signals, air conditioning/heating sensors, wine cooler alarms, or maintenance trouble signals.**

Subscriber acknowledges and agrees that the Town is authorized and permitted to utilize a subcontracted monitoring service provider ("Subcontractor Provider") to host receivers and other equipment to receive the signal from Subscriber's Alarm System and electronically transmit the signal to Town equipment and to perform data entry of Customer data and information. Upon receipt of the signal, the Town shall make every reasonable effort to alert necessary police, fire or emergency medical personnel (hereinafter collectively referred to as "First Responders") to respond depending upon the type of signal received. If, based on the professional opinion of the responding First Responders there is no emergency or no action is needed, the Town will make reasonable efforts to notify Subscriber by phone or by other reasonable means. Subscriber agrees that not all signals require alerting First Responders, and agrees that no response shall be required for, among other signals, loss or trouble of communication pathway, trouble or low battery signals, and _____.

Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of the Town and/or Subcontractor Provider and are not maintained by the Town or Subcontractor Provider and therefore the Town and Subcontractor Provider shall not be responsible for any failure which prevents transmission signals from reaching the Town or Subcontractor Provider or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the Alarm System communication equipment.

Subscriber agrees to furnish the Town with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals and/or are authorized to enter the premises. The Town will make a reasonable effort to contact the first person reached or notified on the list either via telephone call. No more than one call to the list shall be required and any form of notification, including leaving a message on an answering machine or text message, shall be deemed reasonable compliance with Town's notification obligation. All changes and revisions to the Call List shall be supplied to Town in writing.

Town may, without prior notice, suspend or terminate its services to any or all Subscribers, in Town's sole discretion, including in the event of Subscriber's default in performance of this agreement or in event Town's or Subcontractor Provider's facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Town is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by Town. Electronic data may not be encrypted and wireless components of the security system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and Town shall have no liability for access to the security system by others.

- COMMENCEMENT:** This agreement shall commence upon Subscriber providing Town with: i) this agreement executed by Subscriber, ii) Subscriber's completed Call List; iii) Subscriber's data being received and input in Town's and/or Subcontractor Provider's electronic records, iv) alarm system details including and identifying all zones and types of signals programmed by Installer, and v) confirmed test signals for every zone and type of signal communicating with Town.
- TERM OF AGREEMENT / TERMINATION:** Subscriber and Town agree the alarm monitoring service is contracted for on a **monthly basis**, and automatically renews itself from month to month unless either party gives written notice to the other of their intention not to renew the agreement at least thirty (30) days before the desired termination date.

If Subscriber is in default for a period of thirty (30) or more days from the due date of any payment of the monitoring, or fails to abide to Subscriber's obligations and responsibilities in this agreement, Town may, at its option and in its sole discretion, terminate all monitoring services provided under this agreement without further notice.

- PAYMENT:** Each dwelling located on the premises will be charged separately and requires a separate agreement. Billing will be on a monthly basis and Subscriber will be billed for each monitoring fee in arrears. Payment is due by the 20th day of the succeeding month, and any payment made after the 20th day will be increased by the sum of \$5.00 as a late payment charge to cover Town's administrative costs resulting from such delinquency. Town may increase the monthly monitoring fees upon thirty (30) days' written notice to Subscriber stating the new monthly fee. **Subscriber acknowledges and agrees the monitoring fee is strictly for the monitoring service provided by Town.** Additional fees and charges, including any charges assessed by the telephone company to Town, Subcontractor Provider or Subscriber are the responsibility of the Subscriber.

5. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** The Town does not provide internet service, maintain internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. Subscriber is responsible for supplying high speed internet access and/or wireless services at Subscriber's premises or to Subscriber's mobile device, as necessary or desire. The Town is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular or any other mode of communication used by Subscriber. The Town is not responsible for data changes made by Installer or Subscriber or inaccurate data entry relied upon by Town when responding to alarm signals.

6. **ADDITIONAL TERMS AND CONDITIONS:**
False Alarms. Subscriber acknowledges receipt of a copy of this agreement and a copy of Article 9-3 of the Code of Ordinances of the Town of Paradise Valley, relating to alarm systems. Subscriber will assume all financial responsibility for assessments by Town for excessive false alarms, assessed under Article 9-3, as may be amended from time to time

Independent Installer. Subscriber acknowledges that Town is not related to or part of the Installer company and has not participated in the installation of the Alarm System. None of the equipment installed at Subscriber's premises is the property of the Town and the Town has made no representation, warranties or agreements regarding the equipment/Alarm System. The Subscriber acknowledges that the Alarm System is in the exclusive possession and control of the Subscriber and it is Subscriber's sole responsibility to test the operation of the Alarm System. The Town is not contracting to perform any repair service and it is the Subscriber's responsibility to repair the Alarm System and maintain same operational.

Securing Premises. Town is not responsible for securing the listed premises. In the event the Subscriber or their designee(s) cannot be reached or is unable to respond within thirty (30) minutes to the premises and forced entry or an unsecured entry way is found, Town at its option may take reasonable steps to secure the premises. However, in no event is Town obligated to secure any premises as part of this agreement. If any steps are taken to secure the premises, Subscriber will reimburse Town for any costs incurred. Town has the right to subcontract any services which it is required to perform under this agreement.

Call List. The individual names and contact information of persons to be contacted in the case of alarm activation and/or authorized to enter premises ("Call List") must be given to Town, by the Subscriber in writing, and the Subscriber must notify Town in writing of any changes of these persons. It is the obligation of the Subscriber to keep this information current with Town.

7. **EXCULPATORY CLAUSE:** Subscriber and Town agree that the Town is not an insurer and no insurance coverage is offered herein. The Town's monitoring services are designed to detect and reduce certain risks of loss, through the Town does not guarantee that no loss or damage will occur. The monitoring fees collected are based solely on the value of the monitoring service. The Town is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by the Town's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. Town will not compensate Subscriber or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Subscriber is strongly encouraged to independently purchase insurance to protect Subscriber, Subscriber's family, Subscriber's invitees, licensees, and/or guests, and all personal property on the monitored premises.

8. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless the Town, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by the Town's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against the Town or the Town's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of the Town. The Town shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

9. **LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE TOWN AS A RESULT OF THE TOWN'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TOWN'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TOWN'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TOWN'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TOWN'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.**

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY/WAIVER OF SUBROGATION RIGHTS, AND LIMITATION OF LIABILITY PROVISIONS.

Subscriber to Initial: _____

10. **LEGAL ACTION / AGREEMENT TO BINDING ARBITRATION:** The prevailing party in any litigation or arbitration shall pay the other's legal fees. In any action commenced by the Town against Subscriber, SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST THE TOWN ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION IN ACCORDANCE WITH APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS AMENDED HEREIN, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. Although the arbitration will be conducted in accordance with the AAA Rules, it will not be administered by the AA, but will be heard independently. The Parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the Parties have not agreed upon an arbitrator within this

period, the Parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott, Skelly & Muchmore, LLC, (or other law firm amenable to the Parties) who will then select the arbitrator. The Parties will equally share the fees and costs incurred in the selection of the arbitrator. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this arbitration provision you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. This agreement to arbitrate shall survive the termination of this agreement. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Arizona and agree that any litigation or arbitration between the parties may be commenced and maintained in Maricopa County, Arizona. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against the Town in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

Subscriber to Initial: _____

11. **ENTIRE INTERGRATED AGREEMENT and MODIFICATIONS:** This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms and supersedes all prior representations or agreements. This agreement may not be amended or modified except in writing signed by both parties or their duly authorized agents. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to or concurrently with this agreement, the terms of this agreement shall govern.

No course or prior dealings between the parties or usage of trade is relevant or admissible to supplement, explain or vary any of the terms contained in this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement is not relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection.

12. **GOVERNING LAW:** Subscriber consents to settle all claims that may arise under this agreement in accordance with the laws of the State of Arizona. The parties to this agreement consent to venue for such action to be Maricopa County.
13. **HEIRS and ASSIGNS:** This agreement is binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
14. **PARAGRAPH HEADINGS:** The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.
15. **FORCE MAJEURE:** Any delay or failure in the performance by Town, including interruption of service, is excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this agreement, Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Town, including, but not limited to, acts of God, strikes fires, floods, explosions, riots, wars, inclement weather, sabotage terrorism, vandalism, accident, injunctions, interruption or unavailability of phone service or internet, and other like events.
16. **SEVERABILITY:** The provisions of this agreement are severable and in the event any provision, clause, sentence, section or part is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability will not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of the agreement or their application to Subscriber or other persons or circumstances.

DATED this _____ day of _____, 20_____.

SUBSCRIBER

By _____
Subscriber's Signature

Subscriber's Printed Name

TOWN OF PARADISE VALLEY

By: _____
Kevin Burke, Town Manager

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

ATTEST:

Duncan Miller, Town Clerk

ADDENDUM TO AGREEMENT BETWEEN DYNAMARK AND TOWN OF PARADISE VALLEY

Term and Option to Renew. The Initial contract shall be for a term of five (5) years with the opportunity for three (3), one-year extensions. Dynamark's pricing for each optional yearly renewal period shall be the same as that shown for Year 2021 in Schedule 1.

Data Security. Dynamark agrees that at all times it will keep confidential and not divulge, communicate or use any Customer information or data, except for Dynamark's own use during the Term (including any extensions) of the Agreement to the extent necessary to perform services under the Agreement. Dynamark will require any person or subcontractor performing services under the Agreement to be bound to the same requirements. Upon the termination of the Agreement, Dynamark shall return, purge or destroy all Town subscriber data and demonstrate or certify to the Town that such action has occurred.

Transition Plan and Schedule. Within 15 days after the execution of this Agreement Dynamark and the Town shall meet to set in place the transition plan to the proposed system, including testing, subscriber notification process and changeover. Completion of the transition to Dynamark service shall be completed within ninety (90) days of the execution of the Agreement.

Non-Solicitation of Town Subscribers. Dynamark shall not directly or indirectly solicit Town subscribers for any alarm or home monitoring services offered by Dynamark to alarm service subscribers. This includes solicitation of Town subscribers that may not have a selected alarm technician or maintenance company. However, Dynamark is not barred from including Town subscribers in common solicitations, such as general mailers or advertising, provided that no solicitations may be sent to a Town subscriber using any data obtained from the Town or as a result of services performed under this Agreement.

Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligation by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41- 4401, Dynamark and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Dynamark's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

Israel Boycott. Dynamark acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal Term, participating in a boycott of Israel. Dynamark warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed the affidavit attached as Exhibit 1 to this Addendum as assurance to the Town.

EXHIBIT 1 TO ADDENDUM

AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned prior to the Town of Paradise Valley entering into any contract in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of

Paradise Valley's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town of Paradise Valley in defending such an action.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

Duncan Miller

From: Peter Wingert
Sent: Tuesday, February 06, 2018 10:30 AM
To: Duncan Miller
Subject: Fwd: Future of Alarm Monitoring in Paradise Valley

Duncan, I received this from Mr. Rice in reference to questioning Mr. Cowan's background. I wanted to provide it to the Council for their information.

Peter Wingert
Paradise Valley Chief of Police
6433 E. Lincoln Drive
Paradise Valley, AZ 85253
(480)948-7418
pwingert@paradisevalleyaz.gov

Begin forwarded message:

From: Urban Defense ® <Paul.J.Rice@UrbanDefense.com>
Subject: Re: Future of Alarm Monitoring in Paradise Valley
Date: February 2, 2018 at 12:09:11 PM MST
To: Peter Wingert <pwingert@paradisevalleyaz.gov>
Cc: <KBurke@ParadiseValleyAZ.gov>

02 February 2018 Friday 11:58 AM MST

Morning Chief Wingert,

The meeting/s with Town Residents to review their Life Safety Security System and Monitoring Services is fine, and I will try to be in attendance at each.

Dynamark Security Centers Monitoring and its employees appear to be operating under the pretense of Maryland State Licensing requirements that would include background checks, photographs and fingerprinting. According to Maryland State Police, Debbie Jones, there is no Rich/ard Cowan licensed to sell Monitoring Services, which is required by the State of Maryland. Unsure if that is an important factor to you and Council Members.

<http://mdsp.maryland.gov/Pages/ContactUs.aspx>

02 February 2018 Friday 11:49 AM MST

Maryland State Police
Security Systems Division
1 410/ 653-4500 main
8:00 AM to 4:30 PM EST

Debbie Jones; Office Secretary Two
1 410/ 653-4589 Debbie Jones

Security Systems Technician License required for selling
Alarm Monitoring Services

There is no Rich "Cowan" and/or Richard Cowan licensed
through Maryland State Police.

"There was licensed a Richard Cohen, though expired
August 2016." Debbie Jones

Respectfully,

Paul J. Rice
Manager
URBAN DEFENSE ®
602/ 955-1871 Monday thru Friday 8:00 AM to 6:00 PM MST
Twenty-Four Hour Electronic Emergency Service for Contracted Clients
Paul.J.Rice@UrbanDefense.com

Sent from iPad 12:08 PM MST

[= 10 minutes]

On Jan 31, 2018, at 1:20 PM, Peter Wingert <pwingert@paradisevalleyaz.gov> wrote:

Paul,

I believe that the Council will approve the monitoring partnership with Dynamark on
February 8, 2018, at 6pm at town hall.

Shortly after (within 15 days) the Council approves the Dynamark agreement, I plan to
do the following:

1. Invite Dynamark and the three primary technicians (Johnson, Urban Defense
and Arcom) to join PVPD in hosting a question/answer session for current alarm
subscribers.
 - a. Because we have nearly 400 subscribers, I would likely break this up
into four nights, inviting approximately 100 subscribers each night
2. The purpose of this meeting would be to:
 - a. Answer any questions about direction of PVPD program
 - b. Update contracts with subscribers
 - c. Double check contact, zone, panel, other necessary information
Dynamark might need to transition
3. Use the questions, comments, concerns heard at these meetings to generate a
FAQ for those subscribers not able to attend
4. Send a letter, a new contract and the FAQ to those subscribers not in
attendance (within 30 days of Dynamark signing)

I would certainly like for Urban Defense to continue to be a partner to the Town and its
alarm monitoring subscribers. I am hoping that Urban Defense would be available
during some or all of these subscriber meetings.

Please let me know your thoughts.

Best regards,

Peter Wingert
Chief of Police
Paradise Valley Police Department
6433 E. Lincoln Dr.
Paradise Valley, AZ 85253
pwingert@paradisevalleyaz.gov
(480)948-7418
www.ParadiseValleyPD.com

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Duncan Miller

From: Peter Wingert
Sent: Tuesday, February 06, 2018 10:34 AM
To: Duncan Miller
Subject: FW: Dynamark License Clarification
Attachments: MD License.pdf

Duncan, Here is the reply from the Dynamark president in reference to questioning Mr. Cowan's background. I wanted to provide it to the Council for their information.

Best regards,

Peter Wingert
Chief of Police
Paradise Valley Police Department
6433 E. Lincoln Dr.
Paradise Valley, AZ 85253
pwingert@paradisevalleyaz.gov
(480)948-7418
www.ParadiseValleyPD.com

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From: Trey Alter [mailto:treyalter@dynacorpinc.com]
Sent: Monday, February 05, 2018 12:38 PM
To: Peter Wingert <pwingert@paradisevalleyaz.gov>
Cc: Rich Cowan <rcowan@dynamarkmonitoring.com>; Keith Godsey <kgodsey@dynamarkmonitoring.com>
Subject: Dynamark License Clarification

Chief Wingert,

First, please allow me to introduce myself. I am Trey Alter, the CEO of Dynamark Monitoring. Rich, myself, and several other members of our team were involved in putting together the proposal for providing services to Paradise Valley. Rich shared with me the email concerning Mr. Rice's concern of Rich Cowan's licensing status.

The State of Maryland does require licensing of certain security professionals based upon their role and the nature of the customer they serve. Below is the excerpt from there licensing website and I have provided a link below as well.

Security Systems Agencies

A security systems agency is an individual or firm licensed to conduct a business that provides security systems services. Security systems services include providing on a person's residence or commercial property the service of three things:

- 1. surveying the property for purposes of installing a security system,*
- 2. physically installing, maintaining, or repairing a security system, or*
- 3. responding to a distress call or an alarm sounding from a security system.*

Items 1 and 2 from above are really geared more towards security firms selling and installing in a consumer home or business. Item 3 applies to our dispatch operators and we also include data entry staff who handle the entry and changes to the data. In addition it has always been company policy to perform a criminal background check and drug screening through our vendor Applicant Insight prior to employment start date.

Rich does not meet the qualifications for item 3 above and his licensing is not required by the State of Maryland. Additionally, he does not perform any job duties in the State of Maryland for us at all. Licensing and compliance are issues we take quite seriously. We are licensed in the majority of the states in the country, and countless municipalities and towns within these states. I am extremely comfortable that not Dynamark, but Rich Cowan, are in compliance with all licensing regulations required by the State of Maryland. For convenience I have attached a copy of our active company license.

We are very much looking forward to the opportunity to provide services in the community. If you or anyone else would like further information or clarification please do not hesitate to reach out. It is very important for us that everyone involved be comfortable and secure with the decision to work with Dynamark. Should you need me I am always available on my cell at 301-992-1031. Thank you so much.

Wayne E. "Trey" Alter III
President, CEO
855-875-7233
www.dynamarkmonitoring.com



License No.
107-1689

License Expires:
July 31, 2020

State of Maryland

SECURITY SYSTEMS AGENCY LICENSE

THIS IS TO CERTIFY, That **DYNAMARK MONITORING INC.,**
Representative Member, **John Keith Godsey,**

having complied with the provisions of the Business Occupations and Professions Article, Title 18, is hereby granted a LICENSE to engage in the business of providing SECURITY SYSTEMS SERVICES, subject to all of the provisions of said Article, until the date of expiration shown hereon.

This license shall be conspicuously displayed at all times in the Office, or place of business, only at:

DYNAMARK MONITORING INC.
525 Northern Avenue, Hagerstown, MD 21742

and shall return to the Department of Maryland State Police within five days after it shall have expired or shall have been revoked or suspended.



In Testimony Whereof, I have hereunto affixed my official signature, at Pikesville, Baltimore County, Maryland, this Twenty-First day of June A.D., two thousand and seventeen.

Superintendent, Maryland State Police

Duncan Miller

From: Peter Wingert
Sent: Tuesday, February 06, 2018 10:37 AM
To: Duncan Miller
Subject: FW: Concerns regarding vote on 3rd party alarm monitoring on Thursday 2/8/18

Duncan, I received this from Mr. Carbine, who is a subscriber, in reference to questioning Mr. Cowan's background. I wanted to provide it to the Council for their information. I think the Dynamark president's email answers this question also.

Best regards,

Peter Wingert
Chief of Police
Paradise Valley Police Department
6433 E. Lincoln Dr.
Paradise Valley, AZ 85253
pwingert@paradisevalleyaz.gov
(480)948-7418
www.ParadiseValleyPD.com

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From: Alan Carbine
Sent: Monday, February 05, 2018 4:03 PM
To: Peter Wingert <pwingert@paradisevalleyaz.gov>
Subject: Fwd: Concerns regarding vote on 3rd party alarm monitoring on Thursday 2/8/18

Forwarding due to input of wrong email address initially.

Thanks,

Alan Carbine
Research Analyst
Carstens Family Funds
www.carstensfamilyfunds.org
Office # 602-522-9333

----- Forwarded message -----

From: Alan Carbine
Date: Mon, Feb 5, 2018 at 3:58 PM
Subject: Concerns regarding vote on 3rd party alarm monitoring on Thursday 2/8/18
To: mcollins@paradisevalleyaz.gov, jbienwillner@paradisevalleyaz.gov, pdembow@paradisevalleyaz.gov,

smoore@paradisevalleyaz.gov, jpace@paradisevalleyaz.gov, dsherf@paradisevalleyaz.gov,
mstanton@paradisevalleyaz.gov, pwingert@paradisvalleyaz.gov

Cc: Deborah Carstens Urban Defense® <Paul.J.Rice@urbandefense.com>

Paradise Valley Mayor Michael Collins, Town Council and the Chief of Police,

I am sending this email to express concerns that have been brought to the attention of Ms. Deborah Carstens, one of your Fire and Security alarm customers, and myself **by our security and alarm company representative at Urban Defense - Mr. Paul Rice.**

Mr. Rice claims he has completed research on Dynamark, the 3rd party company out of Maryland that is being considered for this role, and Mr. Richard Cowen, the Dynamark company representative.

Per Urban Defense, Richard Cowen is not licensed in either Maryland or Arizona and that other sales and installation employees at Dynamark are not licensed as well. **Has the Town of Paradise Valley vetted this company?** Have the employees of Dynamark had background checks and been fingerprinted?

Since this company, if hired by the Town of Paradise Valley, would have access to our alarm and security procedures, it seems important that you provide answers to these questions prior to the vote on Thursday 2/8/18.

Contact me or Paul at Urban Defense if you want to discuss this in greater detail.

Best Regards,

Alan Carbine
Research Analyst
Carstens Family Funds
www.carstensfamilyfunds.org
Office # [602-522-9333](tel:602-522-9333)

TOWN OF PARADISE VALLEY

Alarm Monitoring Workgroup
Update

February 8, 2018



Historical Perspective

- Town began offering alarm service in 1984.
- Subscriber level peaked at 610 in 2008.
- No infrastructure replacement plan.
- No staffing allocated to alarm program since 2012.
- Steady loss of 3% to 5% of subscribers annually since 2008.
- Today, approximately 360 subscribers.
- Monthly rate of \$35 to \$50 per subscriber.



Council Direction on Alarm Monitoring

- From 5/11/17 meeting: The Town to explore a partnership with a monitoring provider who can receive signals from our current subscribers and provide them to the Town's Police dispatcher.
- From 5/11/17 meeting: This partnership should respect our current subscribers' desire for reduced response times and data privacy.
- From 5/11/17 meeting: Staff should allow the subscriber base to shrink by natural attrition of subscribers, providing this hybrid model to existing subscribers only.



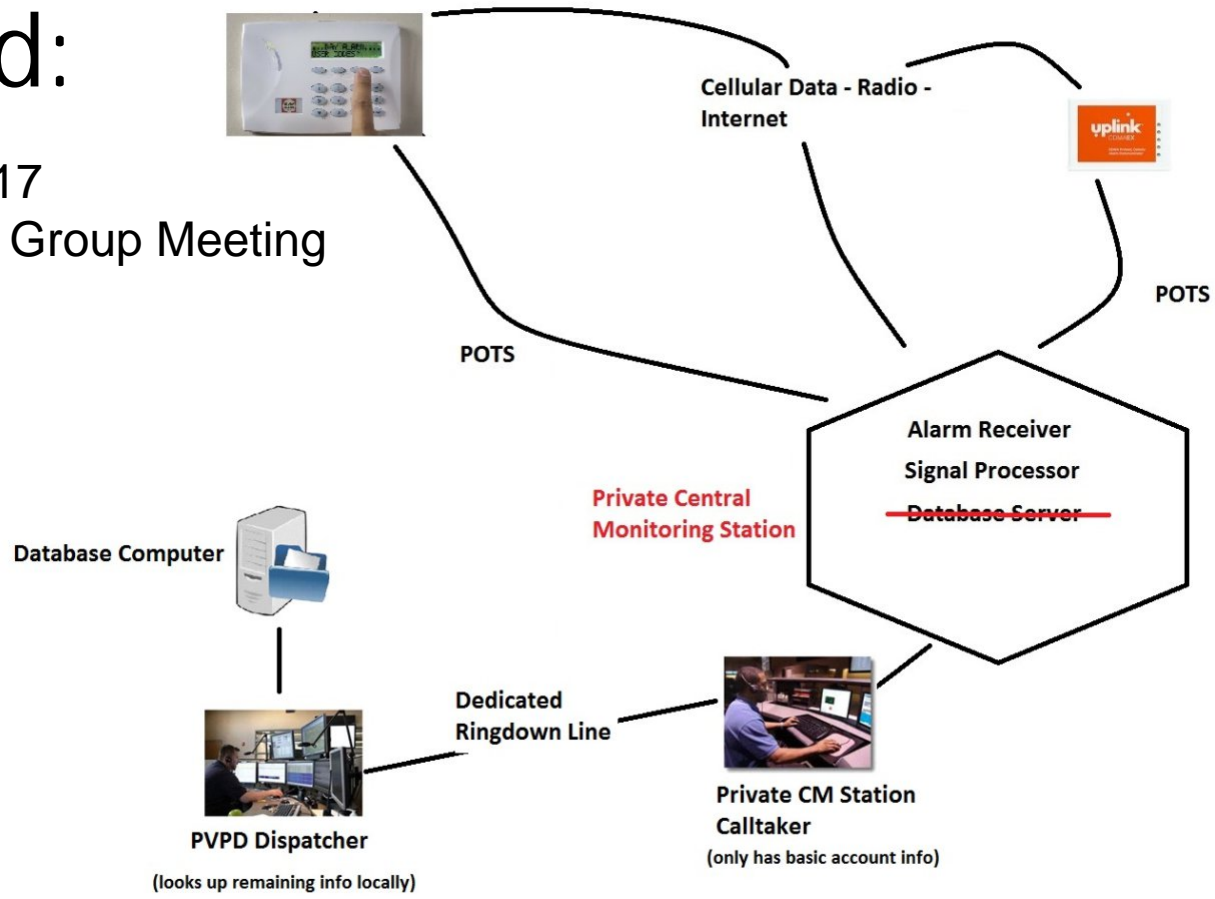
Council Markers of Success for alarm program include:

- From 12/1/16 meeting: A revenue neutral model, ongoing financial viability.
- From 12/1/16 meeting: A knowledge that system works all the time.
- From 12/1/16 meeting: A basic level of alarm service.
- From 12/1/16 meeting: Staff to support the alarm monitoring program.
- From 12/1/16 meeting: Growth in alarm program.
- From 12/1/16 meeting: Enthusiastic subscriber base.



Desired:

April 27, 2017
Alarm Work Group Meeting



Alarm Monitoring Procurement

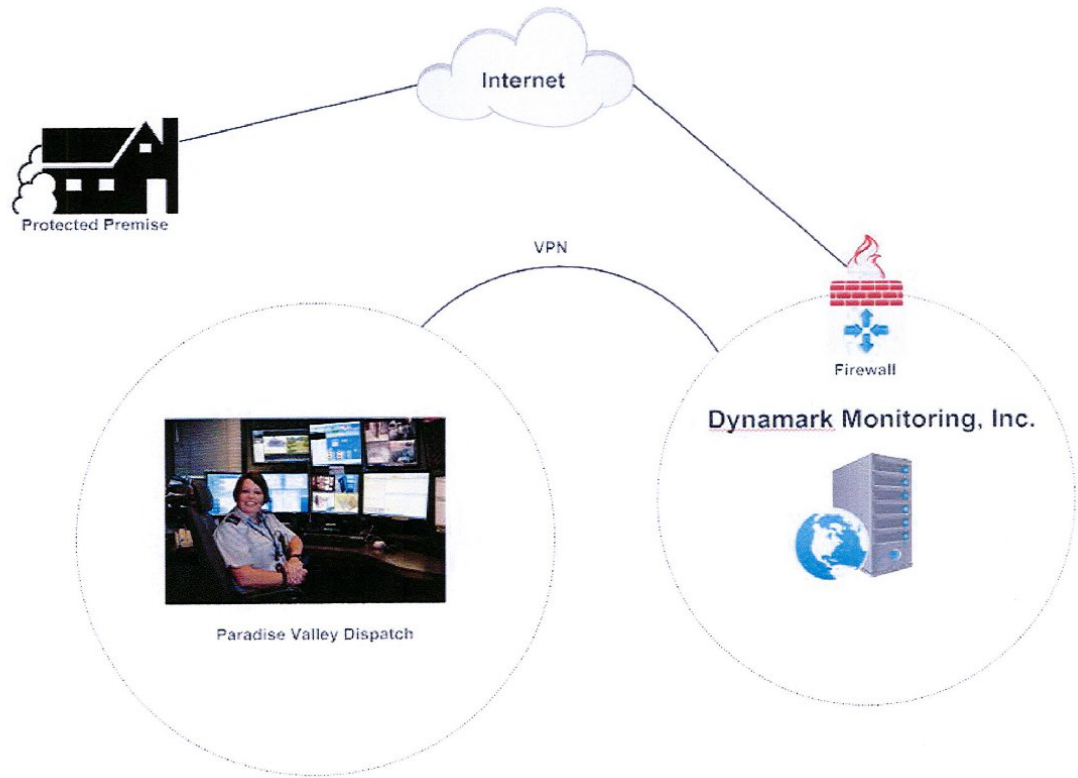
- Alarm Monitoring Work Group
 - Consulted with Industry Expert John Jennings
 - Developed an RFP
- Town Staff Managed the RFP
 - Solicited Proposal October 6
 - Closed November 17
 - 5 Member Panel Reviewed and Ranked Dynamark #1



Proposed:

By Dynamark in RFP

Paradise Valley Monitoring Proposal



Alarm Model – Key Points

- Desirable for the vendor to have:
 - Local presence-Dynamark monitoring is located in Hagerstown, MD, Local representative.
 - Industry-standard awards/recognition/accreditation-5 Diamond monitoring center, UL Listed, FM Approved, IQ Certified.
 - Process of background checking for employees who handle PV data-MD state police clearance on all employees.
 - Strong data privacy procedures
 - Reasonable pricing options-\$2.50/month per account.
 - Ability to work with or convert existing account data
 - Process for direct communication of signals to PVPD-Via Secure internet tunnel.
 - Ability to provide future ASAP to PSAP connection to PVPD-Yes, already available in some areas.
 - Ability to receive and process signals with only basic account info-Yes.
 - Reasonable agreement terms regarding insurance/indemnification/liability-Insurance RFP item met, Andrew currently working with Dynamark on liability and indemnification articles of contract.



Alarm Model – Key Points

- The Town will retain:
 - Ownership of subscriber data-**Yes, Dynamark accesses and enters data into their system.**
 - Ability for our subscribers to keep their existing equipment and installer/technician-**Yes.**
 - Master database of accounts-**Paradise Valley retains.**
 - Control of subscriber contracts and subscription fees-**Paradise Valley retains.**



Next Steps

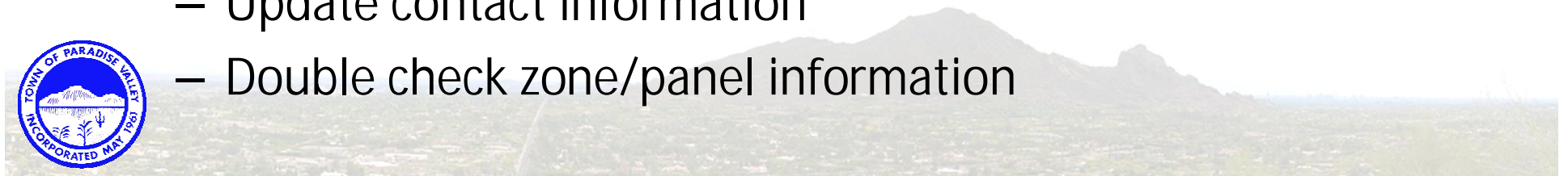
- Mayor and Council Approval of Contract
- Revised Contracts for all Subscribers*
 - Convey System Change to Subscribers
 - Update Indemnity Language
 - Update Data
- Town to Input Updated Data*



*These items will require staffing

Transition Plan

- Set goal transition date with Dynamark (70-90 days)
- Provide Dynamark subscriber data to allow for entry into their databases (immediate)
- Hold subscriber meetings within 15 days to:
 - Answer questions from subscribers
 - Distribute new contracts
 - Update contact information
 - Double check zone/panel information



Follow Up Transition

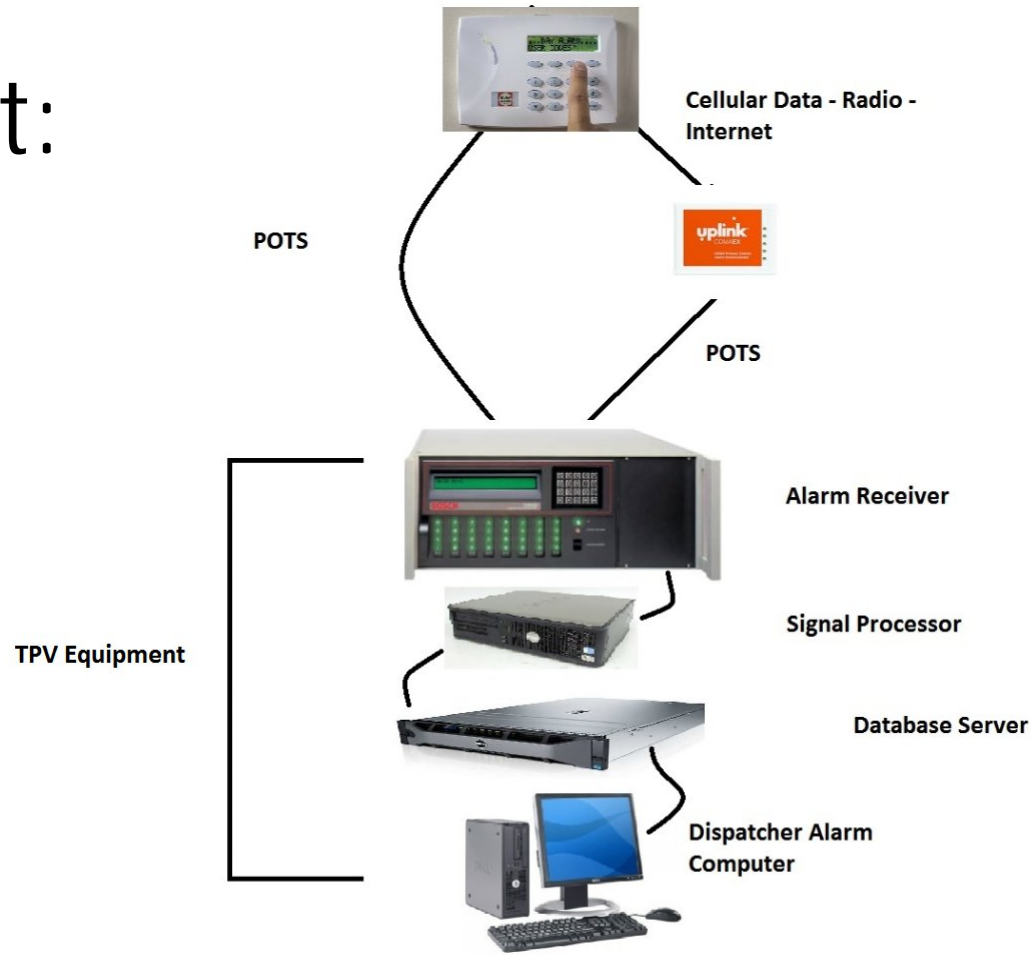
- Development of FAQ from subscriber meeting (Immediate, post subscriber meeting)
- Subscribers not attending meetings will be mailed contract and FAQ from meetings (21-30 days)
- 31-60 days, Certified mail to non-responsive subscribers
- 61-90 days, follow up contact with subscribers who are non-responsive (phone/in-person)



Questions?



Current:







Action Report

File #: 18-094

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Andrew M. Miller, Town Attorney

DATE: February 22, 2018

DEPARTMENT: Town Attorney

AGENDA TITLE:

Adoption of Resolution Number 2018-02; Mummy Mountain Preserve Trust Instrument Section Amendments

Town Value(s):

- Primarily one-acre, residential community
- Limited government
- Creating a sense of community
- Partnerships with existing schools and resorts to enhance recreational opportunities
- Improving aesthetics/creating a brand
- Preserving natural open space

The Town of Paradise Valley makes every effort to enhance the community's unique character for its residents and people from around the world.

Council Goals or Statutory Requirements:

RECOMMENDATION:

Adopt Resolution No. 2018-02 approving of the filing of a Court action to amend certain sections of the Mummy Mountain Preserve Trust Instrument.

SUMMARY STATEMENT:

On November 6, 1997 the Town formed the Mummy Mountain Preserve Trust ("Trust") by adopting Resolution Number 923. The Trust was formed as an irrevocable trust so that mountain areas within the Town that are of significant scenic and environmental value could be preserved as open space and native habitat in perpetuity. Because of circumstances not anticipated at the time of the formation of the Trust, the Town Council desires to make modifications to the Trust Instrument that

File #: 18-094

are consistent with the original intent of the Council in forming the Trust. There are six contemplated changes to the Trust instrument that are proposed:

1. The name of the trust be changed to the “Paradise Valley Mountain Preserve Trust” to help further the understanding that preserving other mountain lands in the Town, such as on Camelback mountain are part of the mission of the Trust.
2. The number of Trustees appointed by the Town Council should be increased from five (5) to seven (7) to provide more help in seeking out new donors and additional ways to obtain more land for the Trust.
3. The end of each trustee’s individual’s term in the office of the Trustee of the Trust end on April 1 of each year instead of October 1 to be consistent with the new appointment cycle for all Town volunteers.
4. Name the Town Council as a “Trust Protector” for the Trust in order to provide flexibility to in the administration of the Trust in a manner consistent with the original intent of the Trust.
5. Add an article to the Trust Instrument that permits the Trust to take full advantage of any and all legal protections it may have form potential claims related to environmental liability, which is now allowed by a change in state statutes.
6. Add an ability for the Trustees to permit Mountain Trust Lands to be used for the development of cell site infrastructure because doing such would aid would assist the “police functions” in the Town by providing improved cell phone reception for residents who need to contact police and fire (911 calls) and for better police phone reception and service as well (in addition to radios the Paradise Valley police officers utilize cellphones and have mobile data terminals linked through cellphone carriers in all police vehicles).

The proposed changes to the sections must be amended through the filing of a Court action. The attached resolution approves the six changes above, authorizes the Town Manager and Town Attorney to file the court action to amend the Trust Instrument and requests that the Trust meet to also approve the filing of the court action in the name of the Trust.

The Trustees of the Trust met on November 8, 2017 and took action to recommend that the Trust Instrument be amended so as to include the first three changes noted above. Upon the Council passing Resolution No. 2018-02 the Trust will then meet to discuss the latter three changes to the Trust Instrument and to authorize the Town Attorney to file the court action needed to amend the Trust Instrument. It is recommended that the Council approve Resolution Number 2018-02.

BUDGETARY IMPACT:

None.

ATTACHMENT(S):

Resolution No. 2018-02.

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RESOLUTION NUMBER 2018-02

**A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWN OF PARADISE VALLEY, ARIZONA,
AUTHORIZING AND DIRECTING THE FILING OF A
COURT ACTION TO AMEND CERTAIN SECTIONS OF
THE MUMMY MOUNTAIN PRESERVE TRUST
INSTRUMENT**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF
PARADISE VALLEY, ARIZONA THAT:

WHEREAS, the Town of Paradise Valley (“Town”) formed the Mummy
Mountain Preserve Trust (the “Trust”) by the adoption of Resolution Number 923 by the
Town Council of Paradise Valley (the “Council”) on November 6, 1997; and

WHEREAS, the Council formed the Trust as an irrevocable trust so that mountain
areas within the Town that are of significant scenic and environmental value could be
preserved as open space and native habitat in perpetuity; and

WHEREAS, A.R.S. §14-10412 permits the court, upon petition of a trustee or a
beneficiary, to modify the administrative or dispositive terms of a trust, if, because of
circumstances not anticipated by the settlor, modification will further the purpose of the
Trust; and

WHEREAS, because of circumstances not anticipated at the time of the formation
of the Trust, the Council desires to make modifications to the Trust instrument that are
consistent with the original intent of the Council in forming the Trust and that will help
further the purposes of the Trust to preserve the scenic beauty of mountain areas within
the Town; and

1 WHEREAS, the Council has requested that the Trustees consider certain changes
2 to the Trust instrument that are consistent with the original intent and will further the
3 purposes of the Trust; and the Trustees have considered and approved some of the said
4 changes to the Trust instrument and will soon consider some of the additional proposed
5 changes; and

6 WHEREAS, the contemplated changes to the Trust instrument and the manner that
7 each helps further the original intent and purposes for the Trust are as follows:

8 1. That the name of the Trust be changed to the “Paradise Valley Mountain
9 Preserve Trust” (see Article 1.1) because doing such will provide better notice to the
10 public that the lands desired to be preserved by the Trust as “Mountain Lands” will
11 include areas on Camelback Mountain and in areas adjacent to the Phoenix Mountain
12 Preserve and not just on Mummy Mountain itself, thus furthering the original intent of
13 the Trust as the original map of land areas identified on the Schedule B “Mountain
14 Preserve Area” map adopted by the Council in 1997 and attached to the instrument
15 included land areas both on Camelback Mountain and adjacent to the Phoenix Mountain
16 Preserve; and

17 2. That the number of Trustees appointed by the Town Council to the office of the
18 Trustee of the Trust should be increased from five (5) to seven (7) (see Article 8) because
19 the donation of lands to the Trust has dwindled in recent years and adding more
20 individuals to the office of the Trustee of the Trust to help in seeking out new donors and
21 additional ways to obtain more land for the Trust would further the original intent of
22 having an adequate number of individuals serving in the office of the Trustee to carry
23 forward the purposes of the Trust; and

1 3. That the end of each trustee’s individual’s term in the office of the Trustee of
2 the Trust end on April 1 of each year instead of October 1 (Article 8) because the
3 original intent for having the terms in the office of the Trustee terminate on October 1
4 was to allow for the appointments to coincide with a four month recruitment and
5 selection cycle that was tied to a Spring Council election cycle (the recruitment would
6 typically run from July to the end of September) and the legislature recently changed the
7 Council election cycle by the adoption of ARS §16-204 so that the Town Council
8 elections must occur in the Fall, thus suggesting that an orderly appointment cycle
9 should change to a recruitment period that occurs from January to March and for the
10 term of office of each of the Trustees to the Trust to start around April 1, all of which is
11 consistent with the original intent of the Trustee terms of office; and

12 4. That an article should be added to the Trust instrument appointing the Town
13 Council as “Trust Protector” for the Trust in order to provide flexibility in the
14 administration of the Trust in a manner consistent with the original intent of the Trust
15 because the Arizona statutes have changed since the Trust was formed so that it is now
16 permissible under A.R.S. §14-10818 for the Trust to have a Trust Protector whose
17 powers can include removing and appointing a trustee and modifying or amending the
18 Trust instrument for any valid purpose or reason and the original Trust Instrument had a
19 large role for the Town Council, including a requirement in Section 1.2 that any
20 amendments to the Trust Instrument must first be ratified by the Town Council; and

21 5. That an article should be added so that the Trust may take full advantage of any
22 and all legal protections it may have from potential claims related to environmental
23 liability because the environmental liability laws have changed so that charitable trusts

1 are now permitted to have a greater protection from certain environmental liability
2 claims and the Trust along with the Trustees should be sheltered from environmental
3 liability claims to the greatest extent possible, which is consistent with the original intent
4 that the Trust; and

5 6. That the Trust Instrument should be amended to permit Mountain Trust Lands
6 to be used for the development of cell site infrastructure because the Trust Instrument
7 provides that the “Mountain Trust Lands” can be used “as may be required for police and
8 public utility functions that benefit the Town of Paradise Valley” and the addition of cell
9 site infrastructure on Mountain Trust Lands would assist the “police functions” in the
10 Town by providing improved cell phone reception for residents who need to contact
11 police and fire (911 calls) and for better police phone reception and service as well (in
12 addition to radios the Paradise Valley police officers utilize cellphones and have mobile
13 data terminals linked through cellphone carriers in all police vehicles), thus making cell
14 site infrastructure on Mountain Lands consistent with the original intent of the Trust.

15 NOW, THEREFORE, BE IT RESOLVED, that the Council:

16 1. Finds that the six changes to the Trust articles specified above are consistent
17 with the original intent of the purposes for the Trust and should be made so as to further
18 those purposes; and

19 2. Authorizes the Town Manager and the Town Attorney to assist one or more of
20 the individual’s serving in the office of the Trustee of the Trust who is willing to do so to
21 file a petition to ask the court to modify the Trust instrument consistent with the six
22 changes to the Trust instrument listed above and to take all actions necessary to

1 effectuate such changes, including acceptance of the office of the Trust Protector of the
2 Trust; and

3 3. Requests that the individuals serving in the office of the Trustee of the Trust
4 meet to review and approve the proposed modifications to the Trust instrument and
5 authorize the Town Attorney, as counsel for the Trust, to file a petition with the court for
6 modification of the Trust Instrument on behalf of the Trust.

7 PASSED AND ADOPTED by the Town Council this 22nd day of February,
8 2018.

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Michael Collins, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney

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CERTIFICATION

I, Duncan Miller, Town Clerk hereby certify that the foregoing is a full, true and correct copy of Resolution Number 2018-02 duly and regularly passed and adopted by vote of the Town Council of Paradise Valley at a meeting thereof duly called and held on the 22nd day of February, 2018. That said Resolution appears in the minutes of said meeting, and that the same has not been rescinded or modified and is now in full force and effect.

I further certify that said municipal corporation is duly organized and existing, and has the power to take the action called for by the foregoing Resolution.

Duncan Miller, Town Clerk



Action Report

File #: 18-087

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Duncan Miller, Town Clerk

DEPARTMENT: Town Manager

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

Council Goals or Other Policies / Statutory Requirements:
Resolution Number 1250: Town Council Rules of Procedure

RECOMMENDATION:
Review the current list of pending agenda topics.

SUMMARY STATEMENT:
Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures as adopted by Resolution Number 1250, any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three or more Members, which may include the Mayor, the item will be added to the list of future agenda items and placed on a meeting agenda within sixty days. Reminder is provided that any discussion on the motion to add a future agenda item shall be limited to the propriety of placing such item on a future agenda and shall not include discussion on the merits of the topic itself.

BUDGETARY IMPACT:
None

ATTACHMENT(S):
Future agenda topics schedule

TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE

February 16, 2018

03/08	03/22	04/12	04/26
<p>3 PM STUDY SESSION</p> <ul style="list-style-type: none"> Storm Drainage Design Manual Plat Ordinance Parking Ordinance Swimming Pool Drainage Indian Bend Road Improvements (Swoop) Legislative Update <p>EXECUTIVE SESSION</p> <ul style="list-style-type: none"> Standard Terms & Conditions -Master License Agreements <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <ul style="list-style-type: none"> Ordinance on Unruly Gatherings Annual Street Maintenance Contract <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Committee Commission and Board Interviews 	<p>4 PM STUDY SESSION</p> <ul style="list-style-type: none"> Walk and Bike Plan Hillside Code Amendments <p>EXECUTIVE SESSION</p> <ul style="list-style-type: none"> Franciscan Renewal Center Land Exchange <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <ul style="list-style-type: none"> Appointments to Committees, Commissions, and Boards Plats Ordinance Parking Ordinance Swimming Pool Drainage Ordinance <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Hillside Rules of Procedure Legislative Update 	<p>4 PM STUDY SESSION</p> <ul style="list-style-type: none"> Budget - Overview / Departments <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <ul style="list-style-type: none"> Hillside Code Amendments <p>ACTION ITEMS</p> <ul style="list-style-type: none"> Hillside Rules of Procedure <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Hillside Code Amendments Legislative Update 	<p>4 PM STUDY SESSION</p> <ul style="list-style-type: none"> Budget – Departments/ CIP <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <ul style="list-style-type: none"> Hillside Code Amendments <p>ACTION ITEMS</p> <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Legislative Update

05/10	05/24	06/14	06/28
<p>4 PM STUDY SESSION</p> <ul style="list-style-type: none"> Budget – Add/Delete <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <ul style="list-style-type: none"> Tentative Budget Adoption <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Council Goals TBD 	<p>4 PM STUDY SESSION</p> <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <ul style="list-style-type: none"> Final Budget Adoption <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Council Goals TBD 	<p>4 PM STUDY SESSION</p> <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Council Goals TBD 	<p>4 PM STUDY SESSION</p> <p>EXECUTIVE SESSION</p> <p>PRESENTATION</p> <p>CONSENT</p> <p>PUBLIC HEARING</p> <p>ACTION ITEMS</p> <p>STUDY SESSION CONTINUED</p> <ul style="list-style-type: none"> Council Goals TBD

Items to be scheduled

1. Storm Drainage Design Manual
2. Arts Advisory Committee Recommendation on Name Change
3. Amendment to Historical Recognition Resolution
4. Visually Significant Corridors Master Plan
5. Emergency Planning
6. Ritz Carlton Area C Final Plat
7. False Alarm Ordinance



Action Report

File #: 18-092

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager

DATE: February 22, 2018

DEPARTMENT: Town Manager

AGENDA TITLE:

Discussion Regarding Expectations of Dockless Bike Share Operations - 30 Minutes

Town Value(s):

- Primarily one-acre, residential community
- Limited government
- Creating a sense of community
- Partnerships with existing schools and resorts to enhance recreational opportunities
- Improving aesthetics/creating a brand
- Preserving natural open space

The recent arrival of dockless bike-share bicycles in Town rights-of-way and easements has generated concern about safety and aesthetics in the community.

Council Goals or Statutory Requirements:

Responsiveness to Residents - Identify and consider resident concerns in a timely manner and seek solutions to the best of the Town's ability.

RECOMMENDATION:

Receive information on bike-share programs and articulate problems and expectations for management of the condition.

SUMMARY STATEMENT:

Recently, various bright yellow and green bikes have been showing up on Town rights-of-way and in front of some private properties. These are linked to "dockless bike-share" programs that have been launched in Scottsdale, but are also present in Phoenix, Mesa and Tempe.

Bike-share programs appear to come in two business models. The first requires a docking station (GRiD appears to be the main company that offers this model in the valley). A bike to rent is locked in a bike rack. The user makes payment at the location, rents the bike and then must return it to that

bike rack or another bike rack operated by the same vendor. This model typically requires an agreement between the operator and the municipality or private property owner upon which the bike-rack is located. Staff is still researching this model. The City of Phoenix and City of Tempe - ASU appear to have an agreement with GRiD as the cities partially fund the program. Staff has not seen any GRiD bikes in Paradise Valley to date. The IGA between Tempe and ASU is attached.

The second business model is referred to as a “dockless bike-share” program. In this model, the user rents the bike through an app on their phone. Once rented, the program releases the lock on the bike and it becomes usable. The rental is based upon time. When the renter has arrived at their desired location or the time has expired, they leave the bike at that location for the next renter. These are the bikes that are being identified in Paradise Valley.

Paradise Valley Town government has made no request for these bikes nor have they been approached by any operators to stage them in PV. The bikes appear to have arrived via renters who picked them up in Scottsdale and then rode to Paradise Valley and left them. Predominant locations for the bikes appear to be bus stops, resorts (or near resorts) and short-term vacation rentals.

The Town Manager implemented a verbal/email policy with staff several weeks ago as this issue began to present itself. The policy has since been modified. Our first approach was a traditional approach of remove the bikes and store them in the Public Works yard with the discussion regarding impounding the bikes in the Police “bike-jail” that we have on campus. This process raised concerns regarding Town responsibility/liability for the bikes while in our possession. In response, the Town Manager issued his original policy which had two parts: 1) place all bikes recovered at the Town Hall bike rack so as to be re-rented and/or to be collected by the operators. 2) leave the bikes where they were discovered unless creating an obstruction/hazard or requested to be removed. The idea was that they arrived organically, would they disappear organically. What staff has found, in our limited experience, is that some bikes leave organically and others do not. Most notably, Lime Bike (the green bike) seems to be either re-rented or collected within 24 hours whereas the ofo bikes (yellow bikes) typically require some sort of notification to the operator. As with our new digital economy, there was not a readily available phone number, but when an email was sent, to collect the bikes at Town Hall, the bikes were removed 24 hours later. When no notification was sent, the bikes remained. This issue is moving so fast that literally as we prepare this report we received a letter from ofo providing a contact. Staff will reach out and further inform them of our concerns and invite a representative to this study session. The third dockless bike-share provider, Spin (with orange bikes), does not appear to have any bikes come into PV as of this date.

Given the increased presence of the bikes (most notably the yellow bikes) around Town with no re-renting or collection, the Town Manager modified the verbal/email policy. Staff now removes bikes located in the rights-of-way regardless of whether they are creating an obstruction or not. Bikes at resorts or bus stops are to be left. In fact, Town staff has received one request from a resort to relocate them to the resort if convenient. The limitation with this policy is Public Works’ staff does not work on Friday, Saturdays or Sundays unless an emergency. This means these bikes will remain in right-of-ways and easements for multiple days creating possible obstructions and eye-sores for some.

Further, Councilmember Moore requested this item be discussed in study session (see attached).

File #: 18-092

Mayor Collins and numerous other Members of Council agreed. The purpose is to receive information, identify concerns, and discuss desired outcomes. While specific solutions or methods of resolution may be discussed, the main idea is to initiate the conversation and provide direction. To that end, staff has collected some further information and will continue to research. Scottsdale City Council met in work study session on Tuesday, February 13 to discuss concerns with dockless bike share operations. Staff watched the video of the meeting and made notes as the minutes are not yet available. Those are attached. Staff also located a well written article in the Republic on the topic and has attached this. Also attached, please find an Intergovernmental Agreement between Tempe and ASU regarding that bike-share program. Staff will continue to seek resolutions, ordinances or contract agreements from Mesa, Tempe and Phoenix as these are the entities with advertised bike share programs.

BUDGETARY IMPACT:

The issue currently results in some indirect costs as staff stop and pick up bikes from public rights-of-ways and return them to Town Hall while out doing other work.

ATTACHMENT(S):

Councilmember Moore's Agenda Request
AZ Central Article on Bike-Share
Tempe-ASU IGA
Summary of City of Scottsdale Study Session on 2-13-18

Kevin Burke

From: Council Member Scott Moore
Sent: Thursday, February 15, 2018 11:20 AM
To: Kevin Burke
Cc: Mayor Michael Collins; Vice Mayor Jerry Bien-Willner; Andrew Miller; Council Member Scott Moore
Subject: Mobile app bicycles
Importance: High

Kevin-

I would like to thank the Mayor and Vice Mayor for their participation and willingness to put the issue of mobile app bicycles on our next agenda.

Per the conversation I had initially with Andrew Miller and subsequent with you I would like to offer suggestions for the discussion.

I suggest we come up with a formal policy and procedure so we can respond in an informed manner to our residents. As you mentioned the resorts are starting to ask how they can get these bicycles at their locations since many of them are already being dropped at the resorts and along our residential streets. I'm sure we're all for the quiet enjoyment of riding bikes, but not in an unregulated manner.

My concerns of having an unregulated and unlicensed for profit commercial operation in our Town like Scottsdale has done is a recipe for disaster. These bicycles are starting to be left all over the place including on sidewalks and in the ROW's.

Just a few suggestions for your action report and before the next meeting would be:

- Find the results of Scottsdale's most recent Council meeting discussion regarding the mobile app bicycle situation
- Offer Town solutions for the clutter that is only going to get worse. Here are some examples:
 - Formalizing a license agreement if we choose to allow company(s) to operate in Town limits
 - Require electronic docking stations to regulate the pickup and drop off locations
 - Set up a specific reimbursement agreement through ordinance and fines that require companies operating outside Town limits must pay in order to recover the cost of our public works department are taking on by collecting and storing these bicycles being dropped along our roads and ROW's


I'm glad my colleges agree this is not an issue that can be ignored any longer. Scottsdale has allowed this unregulated nuisance and safety issue and now we must deal with it in a responsible manner. This issue must be the responsibility of the private companies creating the potential safety concerns and nuisance and not the Town's responsibility to manage it for free.

Please work with your public works staff and planning department for other suggestions so we can have a robust conversation. Thank you.

Scott Moore

EXPERIENCE ALL THAT
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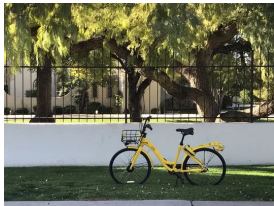


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What's with these bikes lying around Phoenix and Scottsdale?

Garrett Mitchell, The Republic | azcentral.com Published 2:01 p.m. MT Jan. 24, 2018 | Updated 12:23 p.m. MT Jan. 25, 2018



(Photo: Garrett Mitchell/The Republic)

Seemingly abandoned bikes left outside businesses and around neighborhoods in Phoenix and Scottsdale have spun a tug-of-war over proper procedures for people who take advantage of new bike-sharing services.

The bikes are rented via apps that let users hop on GPS-tracked two-wheelers near them, then leave them at their destination.

Read on to find out who owns the bikes and what to do if you think dropped-off bikes are piling up in your neighborhood

GPS

MORE: [LimeBike bike-sharing launches first Arizona program in Scottsdale](#)

(/story/news/local/scottsdale/2017/11/15/limebike-bike-sharing-launches-first-arizona-program-scottsdale/844285001/)

Who owns the bikes?

Four bike-share services are available in Scottsdale but many bikes can be found in Phoenix's Arcadia neighborhood. They operate similarly to Uber and Lyft.

A person uses an app to find a bike, pays to rent it, then drops it off when finished. GR:D Bikes has parking stations where bikes can be picked up and dropped off in Phoenix. LimeBike, Spin and ofo are considered "dockless," meaning a rider finds a nearby bike and leaves it at his or her destination.

Here's how to contact the companies.

• **ofo** (<https://www.ofo.com/us/en>) (yellow bikes): support@ofobike.com | 844-289-9747 | iPhone (<https://itunes.apple.com/us/app/ofo-smart-bike-sharing/id1190831637?mt=8>)/Android (<https://play.google.com/store/apps/details?id=so.ofo.abroad&hl=en>) | www.ofo.com/us/en (<http://www.ofo.com/us/en>)

• **LimeBike** (<http://www.limebike.com/>) (green bikes with yellow trim): support@limebike.com | 888-546-3345 | iPhone (<https://itunes.apple.com/us/app/limebike-your-ride-anytime/id1199780189?mt=8>)/Android (<https://play.google.com/store/apps/details?id=com.limebike&hl=en>) | www.limebike.com (<http://www.limebike.com/>)

• **GR:D Bike** (<http://gridbikes.com/>) (green bikes): info@gridbikes.com | 602-753-474 | iPhone (<https://itunes.apple.com/us/app/social-bicycles/id641497286?mt=8>)/Android (<https://play.google.com/store/apps/details?id=com.socialbicycles.app>) | gridbikes.com (<http://gridbikes.com/>)

• **Spin** (orange bikes): Instant message (<https://help.spin.pm/>) | 888-262-5189 | iPhone (<https://itunes.apple.com/us/app/spin-bike-around-your-city/id1241808993?mt=8>)/Android (<https://play.google.com/store/apps/details?id=pm.spin&pcampaignid=MKT-Other-global-all-co-prtnr-py-PartBadge-Mar2515-1>) | www.spin.pm (<http://www.spin.pm>)

Where can you drop bikes off?



A LimeBike is seen parked in Phoenix's Arcadia neighborhood on Jan. 19, 2018. (Photo: Garrett Mitchell/The Republic)

Dockless bikes can be left at public bike racks or curbside away from buildings. Don't park them at bus stops, on private property or street corners or lay them on the ground.

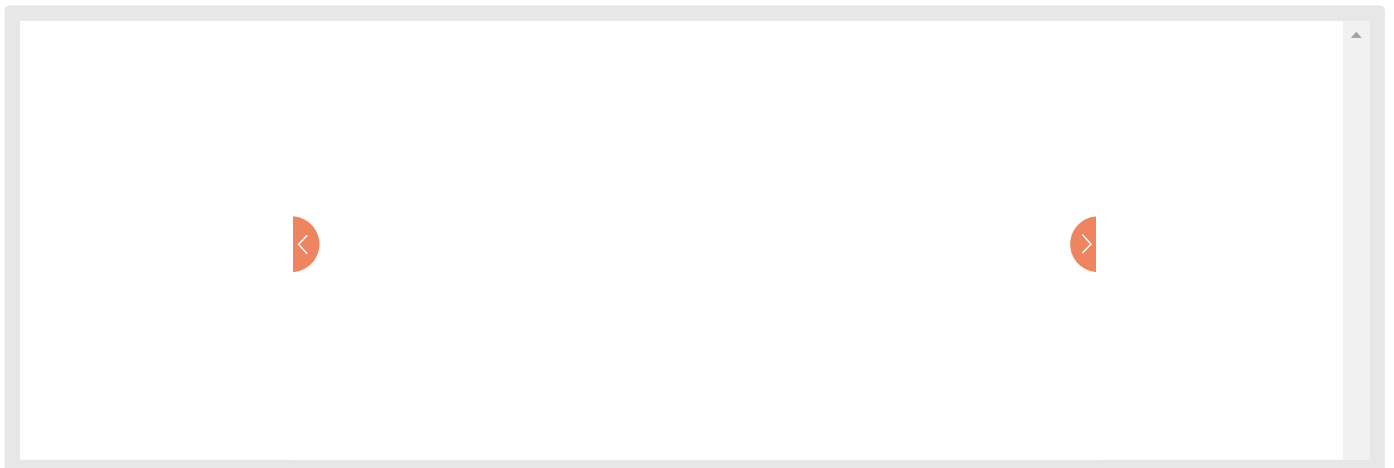
Don't let a parked bike crowd a sidewalk for pedestrians, and don't leave bikes in inappropriate places such as traffic medians. In short, be courteous and aware of your surroundings.

"Dockless bike shares work if we all take responsibility and park in places that are safe and don't block traffic and pedestrian access," LimeBike spokeswoman Mary Caroline Pruitt told *The Republic* in November 2017. ([/story/news/local/scottsdale/2017/11/15/limebike-bike-sharing-launches-first-arizona-program-scottsdale/844285001/](https://www.azcentral.com/story/news/local/scottsdale/2017/11/15/limebike-bike-sharing-launches-first-arizona-program-scottsdale/844285001/))

When should I report a parked bike?

LimeBike, ofo and Spin bikes don't have designated parking areas, so renters just drop them off wherever. If you live in a high-density area with lots of attractions such as stores and restaurants, give it a little while before calling the company to retrieve the bike. Someone may swoop in and rent it before the company has a chance to arrive.

ADVERTISEMENT



What if I find a bike parked in my yard?

Every bike has a label that tells how you can contact the company to have it removed from your property. LimeBike and ofo said they have ground crews that pick up wayward bikes within 24 hours of being reported.

Unsatisfied? Scottsdale residents who see a bike parked illegally or unsafely should call the company first and then Scottsdale police if the situation persists.

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If the company doesn't respond within a few hours, Phoenix residents can make an unclaimed-property call to the Phoenix Police Department to get in contact with the company on their behalf.

No, you shouldn't throw a bike in the trash



This ofo bike was left parked at 84th Street just north of Cactus Road in Scottsdale. (Photo: Ginger Rough/azcentral)

Phoenix Councilman Sal DiCiccio recently recommended in a now-deleted Facebook post that Arcadia homeowners throw offending bikes in the trash. On Jan. 22, DiCiccio's office met with ofo and both parties said they will continue discussions to make sure bikes are parked properly and don't interfere with pedestrians or private property.

"While there may be certain circumstances where disposal is appropriate, the expectation is that reasonable efforts be made to identify and contact the bicycle owner. If residents need assistance with this, they can call the Police Department," said Phoenix Street Transportation spokeswoman Monica Hernandez.

Phoenix has GR:D bikes with stations. It doesn't have a dockless bike-share program. The city has been approached by other bike-share businesses and is working with Tempe, Scottsdale and Mesa to develop a permit for safe and efficient dockless bike-share operations, Hernandez said.

For now, the city encourages bike-share users to review instructions on proper parking locations and avoid public rights of way, residential properties and alleyways.

Paul Vidal, the local general manager of ofo, told *The Republic* that the company wants to be a good neighbor. It has a team of 16 people whose responsibility is to collect parked bikes. He promises to respond to emails about improperly parked bikes within two hours and that residents can expect the bikes to be cleared soon after.

"We're very serious about it. I'd pick it up myself if I have to," he said. "We hear loud and clear what the problem is and want to alleviate it."

MORE: [Scottsdale's best biking paths \(/story/news/local/scottsdale/2014/04/02/scottsdale-best-bike-paths-prog/7226641/\)](http://story/news/local/scottsdale/2014/04/02/scottsdale-best-bike-paths-prog/7226641/)

What does Scottsdale say?

Paul Basha, Scottsdale's transportation director, told *The Republic* on Monday that the bike-share businesses have been "extremely successful" in their introductory months.

He said they generated 55,000 rides in the past two months.

However, the city has received questions and complaints. Some people don't like the color of the bikes. Others are concerned about pedestrian safety and private-property violations. A Scottsdale ordinance says blocking a sidewalk can result in a minimum civil fine of \$250 per day. (https://library.municode.com/az/scottsdale/codes/code_of_ordinances?nodeId=VOLII_CH47STSIPUWOG_ARTVIEN_DIV3BAMAEN_S47-105CIFIBAMAVI)

"We are expecting the bike-share companies to police their bicycles and move the bicycles that are improperly or illegally parked, knowing that if they do not cooperate fully we will need to add additional ordinances," Basha said. "The bike-share companies would rather comply voluntarily than be forced by the government to behave properly."

He said he was pleased that easy access to bikes is encouraging people to come to Old Town or the waterfront on two wheels instead of four.

"It's a magnificent way to live and play in downtown Scottsdale by using a bike-share bicycle for travel that's good for the environment and minimizes congestion on the streets and parking problems," Basha said.

What do residents say?



The Republic made a list of its favorite biking spots in Scottsdale: (Photo: The Republic)

On Jan. 18, the Scottsdale Transportation Commission held an informational meeting about bike-share providers that included comments from residents.

Many supported the concept but some residents had concerns.

"It's good that people are exercising and being environmentally friendly, but the problem is there isn't a designated area for drop off," said Austin Prutch. "You drive down the streets and (the bikes) are by the light poles and all over the park. It looks like litter in a way. It doesn't look very organized at all."

Prutch said he didn't want Scottsdale's attractiveness to be damaged by people who leave bicycles scattered around.

"I think the program is a neat thing. I'm not against it entirely but I think it needs some organization and for people to be accountable for where the bikes are left," he said.

Kathy Duley said she was excited about the bike-sharing companies. She said a bike left in her neighborhood was picked up within two hours.

"I think it's a very positive thing and I'm sure we'll be able to work the kinks out. It's a nice amenity to have for a bicycle-friendly town," she said. "As with any new thing, I'm sure there'll be some bumps in the road and some complaints but I think it'll balance out once the companies see how many people use them and the areas they travel most."

Reach Garrett Mitchell at gamitchell@gannett.com or 602-444-8280. Follow him on Twitter: [@rettmitch](https://twitter.com/rettmitch) (<https://twitter.com/rettmitch>).

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READ MORE:

[Use bike-sharing app for quick, inexpensive ride around Phoenix \(/story/news/local/asked-answered/2014/12/20/use-bike-sharing-app-quick-inexpensive-ride-around-phoenix/20710437/\)](https://www.azcentral.com/story/news/local/asked-answered/2014/12/20/use-bike-sharing-app-quick-inexpensive-ride-around-phoenix/20710437/)

[Bike-share program coming to Tempe, creating 3-city program \(/story/news/local/tempe/2016/07/12/bike-share-program-coming-tempe-creating-3-city-program/86868722/\)](https://www.azcentral.com/story/news/local/tempe/2016/07/12/bike-share-program-coming-tempe-creating-3-city-program/86868722/)

[Phoenix bike-transit system, Grid Bike Share, launches \(/story/news/local/phoenix/2014/11/25/phoenix-launches-grid-bike-share--system/70094380/\)](https://www.azcentral.com/story/news/local/phoenix/2014/11/25/phoenix-launches-grid-bike-share--system/70094380/)

[3 Phoenix-area cities have bike-share programs; Scottsdale could become the 4th \(/story/news/local/scottsdale/2017/06/29/scottsdale-metro-phoenix-city-bike-share-program/430696001/\)](https://www.azcentral.com/story/news/local/scottsdale/2017/06/29/scottsdale-metro-phoenix-city-bike-share-program/430696001/)

[Phoenix plans to add 176 miles of new bike lanes by 2022 \(/story/news/local/phoenix/2017/12/08/phoenix-plans-add-176-miles-new-bike-lanes-2022/910518001/\)](https://www.azcentral.com/story/news/local/phoenix/2017/12/08/phoenix-plans-add-176-miles-new-bike-lanes-2022/910518001/)

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CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/12/2017
Agenda Item: 5C11

ACTION: Adopt a resolution authorizing the Mayor to execute an intergovernmental agreement between the City of Tempe and Arizona State University for the installation, operation, and maintenance of a bike share system. (Resolution No. R2017.11)

FISCAL IMPACT: Sufficient funds have been appropriated in the Transit Fund, cost center 3917 (Bus Stop & Bikeway Maintenance) for the anticipated expenditures under this Agreement. Arizona State University will pay \$50,000 annually for the program and \$50,000 will be paid annually by the City of Tempe; totaling \$100,000 annually.

RECOMMENDATION: Adopt Resolution No. R2017.11.

BACKGROUND INFORMATION: Although Arizona State University (ASU) had reviewed the IGA that the Tempe City Council approved on October 27, 2016, ASU requested on November 21, 2016 that the following be added to Section 4.2 of the IGA: "Prior to accepting any system wide title sponsor or entering into any other agreement regarding placing any advertisements, branding, or logos on the Space or on the bicycles, CITY will obtain the written approval of ASU."

Staff does not have any concerns with this additional language.

The City of Tempe will provide bike share services to the ASU Tempe campus and Tempe community to achieve the following objectives.

- Provide mobility to ASU staff, faculty, students, and visitors and Tempe visitors, residents, and employees in and around the ASU campus and Tempe community.
- Reduce the use of private automobiles for as many trips as possible, thus minimizing congestion and air pollution.
- Provide connections to local bus, express, Orbit, and light rail transit services.
- Operate and maintain 300 bicycles year-round with rentals available 24 hours a day, seven days a week.

Specific additional bike share services for ASU will include:

- Maintaining components for bicycles, bicycle racks and signage on ASU property.
- Providing monthly performance reports.
- Collecting and redistributing bicycles to ensure even distribution tailored to ridership trends and popular locations.

The City (through a third party vendor) will provide four bike share stations on ASU's campus, and each bicycle will be equipped with GPS, locks, and front and rear flashing lights.

ATTACHMENTS: Resolution and Intergovernmental Agreement

STAFF CONTACT(S): Sue Taaffe, Public Works Supervisor, (480) 350-8663

Department Director: Don Bessler, Public Works Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Sue Taaffe, Public Works Supervisor

RESOLUTION NO. R2017.11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND ARIZONA STATE UNIVERSITY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A BIKE SHARE SYSTEM.

WHEREAS, Arizona State University (ASU) is authorized to enter into contracts under A.R.S. Section 15-1625;

WHEREAS, the City of Tempe is authorized to enter into this contract under A.R.S. Section 40-1152;

WHEREAS, the City of Tempe is authorized to contract for the provision of public transportation services pursuant to the City of Tempe Code;

WHEREAS, the City of Tempe and ASU desire to provide a local bike share system that facilitates alternative means of transportation across the City of Tempe and in and around the ASU Tempe Campus; and

WHEREAS, the City of Tempe, a municipal corporation, and ASU, a public body corporate, have authority in accordance with A.R.S. Section 11-952 to enter into intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA as follows:

That the Mayor is authorized to sign the Intergovernmental Agreement between the City of Tempe and Arizona State University for the installation, operation, and maintenance of a bike share system.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2017.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

**INTERGOVERNMENTAL AGREEMENT
CITY OF TEMPE AND ARIZONA STATE UNIVERSITY
BIKE SHARE SERVICE
(The "Agreement")**

BETWEEN: The City of Tempe, a Municipal Corporation (hereinafter referred to as the "CITY")

AND: The Arizona Board of Regents for an on behalf of Arizona State University (hereinafter referred to as "ASU").

WHEREAS: ASU is authorized to enter into contracts under A.R.S. Section 15-1625. The CITY is authorized to enter into this contract under A.R.S. Section 40-1152;

WHEREAS: The CITY is authorized to contract for the provision of public transportation services pursuant to state laws and the City of Tempe Code;

WHEREAS: The CITY and ASU desire to provide a local bike share system that facilitates alternative means of transportation across the City of Tempe and in and around the ASU Tempe Campus;

WHEREAS: CITY has been authorized by its City Council and ASU has authorization to enter into this Agreement; and

WHEREAS: The CITY, a municipal corporation, and ASU, a public body corporate, have authority in accordance with A.R.S. Section 11-952 to enter into intergovernmental agreements.

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

DEFINITIONS:

Bike Share: Bike Share is an automated on-demand bicycle sharing system that incorporates information technology to operate a fleet of shared bicycles that may be rented from one bike sharing station, providing a transportation alternative to motor vehicle trips for students, residents, employees, and visitors.

Bike Share Stations: Any location or structure and any ancillary facilities the purpose of which is to enable customers to rent a bicycle.

SECTION 1: TERM AND RENEWAL

This Agreement shall commence as of January 12, 2017 (the "Effective Date"), and shall terminate on June 30, 2018. Funding for this agreement shall be \$50,000 paid by ASU,

pursuant to Section 3, and shall be due thirty (30) days following the completion of the installation of the Bike Share Stations on ASU campus (the "Funding Date").

This Agreement may be terminated, with or without cause, by either party upon sixty (60) days prior written notice to the other party. Upon termination of this Agreement, CITY will cause, at its expense, the Bike Share Stations and any other equipment or fixtures relating to the bike sharing service to be removed from ASU's property.

SECTION 2: CITY RESPONSIBILITY

- 2.1 Coordinate the negotiation of agreements for the provision of bike share service specifically designated hereunder.
- 2.2 Bike share services will be delivered by an independent contractor(s) pursuant to CITY contract (the "Contractor"). The Contractor shall be duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement.
- 2.3 Consult with ASU on installation, operations and maintenance of bike share services on the ASU Tempe campus. CITY will install four Bike Share Stations on ASU's Tempe campus (subject to removal per Section 2.7). CITY will give ASU (10) ten days notice prior to installing any of the bike share services. The Contractor is responsible for the day to day operations of the bike share system and will be on ASU's property as needed in order to repair bicycles, racks and signs.
- 2.4 CITY will make available reports on ridership, applicable performance standards, and reasonable financial and operational data to ASU with respect to bike share services provided hereunder.
- 2.5 The CITY shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- 2.6 To the extent required by Section 35-214 of the Arizona Revised Statutes, CITY agrees to retain records relating to this Agreement. CITY agrees to make those records available at reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU upon reasonable notice to CITY.
- 2.7 CITY reserves the right to remove a station on ASU's Tempe campus, at CITY's cost, if it is deemed by CITY to be underperforming.

- 2.8 CITY shall require that the Contractor acquire the necessary licenses to place, operate and maintain CITY property on ASU land.
- 2.9 CITY will retain ownership of the all bicycles and the Bike Share Stations. CITY will require the Contractor to secure appropriate insurance coverage over such property to insure against damage, theft, or other loss caused by third-parties and/or natural disaster. ASU will not be liable for any damage or loss of the bicycles and/or the Bike Share Stations, unless such liability or damage is directly caused by ASU.
- 2.10 In using the locations mutually agreed upon by the parties on ASU's Tempe Campus (the "Space"), the CITY will comply with, and cause Contractor to comply with, all applicable state, federal or city laws and regulations, and with the policies and regulations of the ASU pertaining to the use and occupancy of the Space.

SECTION 3: ASU RESPONSIBILITY

- 3.1 It is ASU's responsibility to review or modify as appropriate any recommendation concerning bike share stations, pedestrian control, and traffic control within ASU right-of-way.
- 3.2 ASU shall pay the total net cost of \$50,000 annually, as provided for in Section 3.3 , to the CITY for its share of the operation of bike share services described hereunder (the "Annual Payment").
- 3.3 ASU is responsible for making the Annual Payment to the CITY each year on or before the anniversary of the Funding Date through the term of this Agreement. The final payment by ASU will be prorated based on the remaining days left in the term of this Agreement.
- 3.4 ASU may request that CITY remove or relocate an existing Bike Share Station(s) on its campus and CITY agrees to remove or relocate such station(s) so long as ASU agrees to pay for the costs to relocate or remove such station(s).
- 3.5 Subject to the terms of this Agreement, ASU grants to CITY a non-exclusive license to install the Bike Share Stations on the Space. The Space is provided to CITY in an "AS IS", "WHERE IS", condition and location, without any representations or warranties by ASU. Nothing in this Agreement will be construed as a grant of any real property right or interest. CITY may only use the Space for purposes of providing the bike share services.

SECTION 4: Miscellaneous

4.1 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; to the actual knowledge of the person signing this Agreement, no employee of their respective employers or governing board has any financial interest in the Agreement.

4.2 Advertising

The regional bike share system is named GRID and shall be branded in accordance with materials provided to ASU by the CITY; provided that the CITY and ASU agree to changes or modifications to the name, brand or sponsorship. Unless a system wide title sponsor is obtained, no advertising shall be permitted on the kiosks, docking racks or bicycles on CITY owned bike share kiosks, docking racks, or bicycles located on ASU's Tempe campus. A title sponsor's branding or logo may be depicted on the bike and sponsors may be recognized at the stations. Prior to accepting any system wide title sponsor or entering into any other agreement regarding placing any advertisements, branding, or logos on the Space or on the bicycles, CITY will obtain the written approval of ASU.

4.3. Additional Work

Additional work may be provided under this Agreement when authorized by written mutual agreement and shall be compensated for by a fee, mutually agreed upon by both parties.

4.4 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

4.5 Nondiscrimination

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

SECTION 5: INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (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.

SECTION 6: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties.

SECTION 7: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 8: INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 9: ATTORNEYS' FEES

In the event suit is brought to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 10: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 11: NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other; provided, however, that the CITY may assign its rights and delegate its obligations hereunder to a successor in interest without obtaining such consent.

SECTION 12: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 13: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 14: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 15: CANCELLATION

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511. This Agreement shall be in full force and effect after it has been approved by the City Council of the City of Tempe, after it has been executed by the duly authorized officials of the parties and after it has been filed with the County Recorder and the Secretary of State if necessary as provided by A.R.S. Section 11-952.

SECTION 16: NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to the CITY:

City of Tempe
Sue Taaffe, Public Works Supervisor
Transportation Division
200 East Fifth Street
Tempe, AZ 85281

If to ASU:

Arizona State University
JC Porter, Assistant Director
Parking and Transit Services
P.O. Box 875205
Tempe, Arizona 85287-5205

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other Party as provided in this paragraph. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

SECTION 17: ARBITRATION IN SUPERIOR COURT

As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

SECTION 18: FAILURE OF LEGISLATURE TO APPROPRIATE.

In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Entity and cancel

this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

SECTION 19: GOVERNING LAW

This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona.

SECTION 20: WEAPONS, EXPLOSIVES, AND FIREWORKS.

ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781 or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by CITY to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of CITY, including Contractor ("CITY Notification Parties") of this policy is a condition and requirement of this Agreement. CITY further agrees to enforce this contractual requirement against all CITY Notification Parties. ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>

CITY OF TEMPE, ARIZONA

ARIZONA BOARD OF REGENTS for and on
behalf of ARIZONA STATE UNIVERSITY

Mark W. Mitchell
Mayor

Nichol Luoma
Associate Vice President
University Business Services

The above Agreement has been reviewed pursuant to A. R. S. § 11-952, by the undersigned attorney for the City of Tempe, Arizona who has determined that it is in the proper form and is within the powers and authority granted to the City of Tempe, Arizona.

The above Agreement has been reviewed pursuant to A. R. S. § 11-952, by the undersigned attorney for Arizona State University who has determined that it is in the proper form and is within the powers and authority granted to Arizona State University.

Judith R. Baumann
City Attorney
City of Tempe

Lisa Loo
Deputy General Counsel
Arizona State University

ATTEST

Brigitta M. Kuiper
City Clerk
City of Tempe

FROM COUNCIL MINUTES:

Bike Share

Request: Presentation, discussion, and possible direction to staff regarding the numerous complaints that the City has received regarding the rental bikes that have been placed around the City and report back on possible solutions, including giving consideration to voluntary reduction in numbers by the bike rental companies and regulatory action and enforcement by the City.

Presenter(s): Lisa Johnson, Transportation Plan & Transit Program Manager

Staff Contact(s): Paul Basha, Transportation Director, 480-312-7651, pbasha@scottsdaleaz.gov

– **Transportation Plan and Transit Program Manager Lisa Johnson presentation.**

– **Councilmembers offered the following suggestions to staff and bike company owners:**

Reduce or regulate the overall number of the bikes in the City and improve the distribution of bikes throughout the community.

Increase the bikes at the Scottsdale Road and Thunderbird transportation stop (park and ride), DC Ranch, and other locations in the northern part of the City. Spread them out so that they are not all congregated in downtown.

- Address the obstruction issues on sidewalks and roads, including enforcement of existing City codes and providing information to users regarding laws and parking etiquette.
- Consider a public education program for users; and provide additional information to citizens on what to do if they have questions or concerns.
- Obtain more detailed information on usage, including the impact on the economy in downtown, occupancy and parking availability, traffic flow, and bus ridership.
- Install bike racks and require users to use the racks for picking up and returning the bikes.
- Provide marked, designated areas (drop off zones) for parking the bikes.
- Keep bikes away from public art and out of public areas where they impede other traffic.
- Have more bike company personnel on the street managing the bike program and to make sure that the bikes that are left in an inappropriate place are moved as quickly and efficiently as possible.
- Improve the response time for complaints.
- Conduct a study of what other cities have done to reduce the number of bikes that are left in irresponsible places.
- Ask the bike companies to consider charging a fee for bikes that are not left where they are supposed to be left, or that are not left in an upright position.
- Impose a fee to cover the cost of hauling away bikes that are not left in appropriate places (canals, fountains, front yards, parks, sidewalks, etc.)
- Change the apps from one that has to be read to one that will talk to the user and provide the rules of bike parking etiquette

TWO SPEAKERS – FROM BIKE COMPANIES

Sam Dreiman (sp?) – Lime Bike. Sent memo reporting on success of Lime Bike in Scottsdale.

Tremendous ridership. Thank you for allowing us to operate; for keeping lines of communication open with staff and Council/Mayor. Encourage reaching out for concerns or feedback. Looking forward to grow across the City.

Paul Videl (sp?) – GM @ OFO. Couldn't be a successful company without cooperation. Thank you for collaborative process. Over 50K bike share rides later. . . best market in terms of total riders, individual,

rides per mile, incident rates. As GM, my priority to overinvest in operations. Staff of 25, mostly from Scottsdale and Tempe and growing. Respond to calls within 1-2 hours and action them w/24. Team is 24 hours not only to balance bikes, but to respond to residential calls. Expanded into Tempe and Mesa, but Scottsdale remains core. After Prada, 1,000 bike rides with 3 complaints. Going well, and looking to doing better going forward.

LISA JOHNSON – TRANSPORTATION, CITY OF SCOTTSALE

Different from traditional bike rental – short in length; short in duration.

Video from DC: youtu.be/UF3MtruOXSQ – different between docked and dockless bikes

DC had government sponsored system with docked bikes

Private sector have entered market with dockless bikes

Can leave “VIRTUALLY” anywhere. Not anywhere

Docked-based

Requires public funding;

Funding required for startup. Scottsdale considered GRID contract. \$1.3-\$1.5M. Also would have on-going costs.

Bikes rented and returned to a station. No. of bikes cannot exceed number of docks. Must find one.

Kiosk – smart phone app not required

Some can only be locked at a station. GRID has a Ubar lock that can lock the bike without returning to the station. GRID currently operating under that; no longer fining for customers for not returning to a dock, so they can operate in Scottsdale.

DOCKLESS

No public funding – privately funded

Bike has onboard locking system with GPS

Customer must have smart phone app

Bikes do not have to be parked in a bike rack or station

Number of bikes not limited by docks or racks

Bikes are deployed to where they are used

Where are the bikes?

@ PARKS: Chaparral; IB Wash; El Dorado; Indian School

@ SHOPS: downtown; old town

@BUS STOPS: to connect first and last mile gap

@PARKING LOTS AND GARAGES

@OLD TOWN

@DOWNTOWN

@HOTELS:

@RESTAURANTS

CHALLENGES – COMMENTS FROM RESIDENTS

1. Too much clutter
2. Bikes impeding – no. 1 complaint
3. Sheer volume seen by some residents
4. Bike Placement (especially Brown & Main – bike companies remove bikes from here)
5. Vandalism

JANUARY 15, 2018 STATISTICS

More than 55,000 RIDES TAKEN November & December 2017 months (by Lime and ofo)

Vs. 21,000 in Phoenix, Mesa, Tempe in same period (by GRID)

Avg. ride length: 1.35 miles, 10 minutes

Longest: 35 miles

Most northern: Thompson Peak and Hayden

Over 12 private partnerships with Scottsdale businesses – hotels, restaurants, requesting bikes outside their establishments.

Average rider speed: 4 mph

UPDATED STATS to 2/13/18:

Over 110,000 rides in Scottsdale by Lime Bike & OFO

Over 13K in 13 days in February

Parada del Sol – 4K rides

NEXT STEPS:

Continued coordination with companies – communicate almost daily

Evaluate impacts of bike share

Requests from Businesses to have them further north – have hit McCormick Ranch so some calls

Encourage citizens to contact companies directly but have centralized input via Scottsdale Easy system

Discussions with Peer Cities – Best Practices. International a long time, but fairly new to US

Still issues with clutter and impeding – do not think users do this maliciously. Education needed; showed video Lime Bike sent to all users. (says don't park in bus stops or corners.)

VM KORTE –

Big supporter. “Best thing since lime popsicles.” Scottsdale doesn't have a robust public transportation/transit system. This is a creative way to meet short term goals. 4K bikes used at Parada is something. 110K rides in 3 ½ months reflects the value of this to our citizens and visitors. Believe as we move forward and work with companies that an equilibrium will occur—bikes where needed throughout the city. This hearing is putting companies on notice that we care about better response to complaints and instructions to users and better distribution. With that, Scottsdale can continue to enjoy many color of bikes in COS.

MAYOR LANE

Technology-packed bikes, and I'm presuming that we have come to understand the strengths and weaknesses of the various systems, but they do all have ways of tracking and finding their bikes. Relates a story about a person lifting up a bike to move it and it announced it was calling the police because it thought it was being stolen. Certainly, obligation to move things that are obstructions or in wrong place (middle of the roadway). . . is there an enforcement tool? What if I parked my own bike in middle of sidewalk in downtown Scottsdale, could I be cited? Do we have something we can do and who do you cite? For vehicles driving on property or overhanging sidewalks, I presume that is illegal.

ANS. By JOHNSON: In general, you make a good point. You are right that PD doesn't have a good tool because bikes are movable and bike may move and ten PD are chasing ghost bikes and the person “parking” it is gone. No expectation that these bikes would be treated any differently than a private bike. As a bike friendly city, we have been pretty generous in allowing some of the bike parking.

MAYOR: So it's really in the nature of education and the general obligation to the community?

JOHNSON: Yes, but somewhat different for private bikes, because those are typically locked to something and these are not.

MAYOR: You mentioned the 12 partnerships with these vendors. Do we have any evidence that this has been beneficial in moving people around, specifically in downtown. Any clear indication that this is an answer to moving people in downtown.

JOHNSON: The City doesn't have that data. However been approached by ASU who is interested in doing a study to determine impacts on occupancy rates, parking availability, traffic flow, as well as bus ridership. Headed in the direction to answer some of those questions.

MAYOR: Current suppliers indicate they have that kind of data and we could get some kind of indication who is getting service and how affecting our economy in downtown.

COUNCILMAN PHILLIPS: I've gotten a lot of complaints—city, personal email, facebook, etc. I could have posted a lot of pictures. I couldn't park for council meeting because lime bikes were in our Council parking spaces. I voted on this as a trial. Thought we would have 500 bikes. We have 4,000 bikes. That's why ridership is higher. Why would city have to pay for docking stations? It's a business; let them pay for their own docking stations. People are going to drop them off wherever. Need more accountability—personally tired of getting complaints. Less bikes. Keep away from public art, bikes are blocking it. People can't get pictures of our art. All over in the bus bike racks and I know they are dropping them off in those. People with private bikes can't use them. You need to get your own bike racks, especially in downtown. Agree with the challenges. Not saying get rid of it, but if not good players, then that will have to be the answer.

COUNCILWOMAN LITTLEFIELD: Getting lots and lots of calls/complaints. Can't wait to hear from north Scottsdale. All over; littering and blocking sidewalks, art, roads, etc. Know it's popular with a great many people. Need to make both the company and the riders responsible for the bikes. She responded to them with an email asking how to address residents' complaining about their quality of life. Got suggestions from bike riders:

- Regulate number of bikes allowed and have a more efficient pick up of bikes left in neighborhood
- What have other cities done to handle it
- Redistribute bikes
- Require that they be left in commercial or common areas designated and designed to handle them. Not talking about expensive one; just a bike rack
- Remind people at beginning and end of what the responsibilities are and that they will be charged a predetermined fee amount if left in a wrong place (you already have the credit card).
- On app – don't use one that has to read; use a person and voice messaging with instructions.
- Non-users are toppling them over, hanging them from trees, etc.

Charge persons who drop in wrong place the cost of moving them to impound yard and company pays City. As move bikes north, need to limit number or City will be overrun. Continue trial period to try to work it out. Not interested in shutting down the program, but interested in improving quality of life of residents and use of public infrastructure, which they have put in place.

COUNCILWOMAN MILHAVEN

Should not be a citizen versus business issue. Remember that citizens are riding the bikes into neighborhoods. While we want the company to be more responsible, we need to educate and train our citizens. When they know better, they will do better.

COUNCILWOMAN KLAPP

Was originally in favor, but also voted for this meeting, so we could educate the bike companies of the issues our residents are raising. I do like it, but we need some controls. Thinks citizens have legitimate concerns. Residents don't like clutter and blocking of streets, and these are important concerns. We have strict rules for signs and development and now these bikes are everywhere. I believe companies are aware and are trying to address issues. I agree with suggestions from Littlefield and Phillips. I'm concerned about the number of them. I suggested putting them at Northern Park & Ride. I don't want to put in place strict regulations. I don't want to tell you how to run your business. But you have to do something about it, so everyone can be happy. Thinks part of the bad behavior was associated with the one month free ridership. Now that they are not free, that may change behavior a bit. One suggestion I made was to have more people on the street managing the program so bikes can be moved quickly if in the wrong place.

MAYOR LANE

We love bikes. We love rabbits. I'm in both of those clubs. Not looking for significant regulatory reach, but there does need to be accountability. I do see some accommodation by companies. I do know we can get a handle. Whether it is penalties or some regulation, it has to be equal. We need to continue to think and potentially implement improvements. A lot of good suggestions. We don't want to throw the baby out with the bathwater. . . Did you, CM, get some information? Let's continue to work on that with some urgency.

TOWN OF PARADISE VALLEY

Bike-Share Operations
February 22, 2018



Bike Share Operations

- Purpose – Provide mayor and Council with information on Bike-Share Operations, convey informal policy; receive feedback and direction on problem identification and solution outcomes.



Bike Share Operations

- Two Models
 - Docks or Bike Racks
 - Bikes must be picked-up and returned to bike rack
 - GRID in Partnership with Municipalities
 - Phoenix and Tempe
 - Dockless
 - Bike locked and unlocked using a phone app
 - Therefore, can be picked-up and dropped off anywhere
 - Lime Bike, ofo, Spin three dockless bike-share companies
 - Can go anywhere. Most prevalent in Scottsdale



Bike Share Operations

- History
 - Bikes located or reported to Public Works and Police
 - Bikes collected and placed in yard
 - Concerns about responsibility/liability of holding



Bike Share Operations

- Town Manager Informal Policy
 - Place collected bikes at Town Hall bike rack for re-rent or collection. Contact company if not collected.
 - Collect bikes in Town rights-of-way or easements including sidewalks.
 - Leave bikes at bus stops and resorts



Bike Share Operations

- Problem Identification
 - Obstructing sidewalks
 - Hazards
 - Aesthetics
- Preferred Outcomes
 - Limited locations and visibility?
 - Prohibition?



Bike Share Operations

- Solutions
 - Regulations/Fines
 - Licensing
 - Contracts/Agreements
 - Staff Responsibility



Bike Share Operations

- Purpose – Provide mayor and Council with information on Bike-Share Operations, convey informal policy; receive feedback and direction on problem identification and solution outcomes.



Questions?























February 16, 2018

Town Manager Kevin Burke
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

Dear Town Manager Burke,

My name is Paul Vidal and I'm the General Manager in Arizona for ofo US, the global pioneer of dockless bike-sharing. I'm writing to share with you information about ofo and its industry leading operations.

As you may know, dockless bike-sharing systems allow users to park shared bikes anywhere legally allowed, locking and unlocking them with a mobile app. The scalability and flexibility of the dockless bike-sharing model has been good for residents and visitors. This is why it is being embraced at an amazing rate in cities across the US and around the world.

I'm writing to let you know that we are excited to provide our dockless bike sharing service in the cities we are able to operate including Scottsdale, Mesa and Tempe to the thousands of fans that flock to the region for spring training. During this time, much of our rebalancing efforts will focus on the stadiums and nearby hotels to ensure fans have a convenient way to get to their destination. We have worked with several stadiums, nearby business owners, hotels and stakeholders to prepare for spring training.

We are reaching out to let you know that you may see some of our yellow ofo bikes end up in your city as users may take them outside of our service areas. If you see any bikes within your city limits that are causing any issues, you can contact our team at support@ofo.com

For any questions, feel free to contact me or my colleagues on the ofo team. Ofos policy and government relations contact in the region is Servando Esparza, servando@ofobike.com and the external affairs contact is Stefan Winkler and you can reach him at stefan.winkler@ofobike.com

We look forward to being a part of spring training in the region and helping make the spring training experience special.

Sincerely,

Paul Vidal
General Manager, Arizona
ofo US
e. paul.vidal@ofobike.com



Action Report

File #: 18-089

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Peter Wingert, Chief of Police

DATE: February 22, 2018

DEPARTMENT: Police Department

AGENDA TITLE:
Discussion of Policing Unruly Gatherings

Council Goals or Statutory Requirements:

- Responsiveness to Residents

RECOMMENDATION:
Gather input and discussion on proposed ordinance for unruly gatherings.

SUMMARY STATEMENT:
The adoption of an unruly gathering ordinance could assist in solving this quality of life issue by its three-pronged approach. A proposed ordinance could pursue criminal penalties, civil fines and administrative fees against unruly gathering participants and owners of problem properties.

When this item was presented in October 2017, the Council was supportive of the concept and asked questions. This presentation answers the questions provided by the Council in October 2017.

After the October 2017 meeting, staff posted the new fee associated with the unruly gathering ordinance for 60 days, per state statute.

BUDGETARY IMPACT:
Any budgetary impact could be covered by the current budget in the police department.

ATTACHMENT(S):
Proposed Unruly Gathering Ordinance
Unruly Gathering Powerpoint

ORDINANCE NUMBER 2018-05

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, AMENDING CHAPTER 10 OFFENSES, BY ADDING A NEW ARTICLE 10-13, UNRULY GATHERINGS

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA:

Section 1. The Town of Paradise Valley's Code is hereby amended by adding a new Article 10-13, Unruly Gatherings, to Chapter 10, OFFENSES, as follows, showing text to be added in **bold** and deleting the text shown by ~~strikeout~~.

CHAPTER 10 OFFENSES

Article 10-1 **FALSE REPORTS** ¹⁵⁷

10-1-1 False Reports

Article 10-2 **CLEAN INDOOR AIR ACT** ¹⁴⁹

10-2-1 Definitions
10-2-2 Purpose
10-2-3 Regulation of Smoking in Enclosed Public Places
10-2-4 Exceptions
10-2-5 Posting
10-2-6 Tobacco Products Vending Machines ²⁰⁸
10-2-7 Penalties and Enforcement

Article 10-3 **LOITERING; PROSTITUTION** ¹²⁶

10-3-1 Loitering Prohibited
10-3-2 Circumstances to Cause Alarm
10-3-3 Opportunity to Dispel Alarm
10-3-4 Requisites for Conviction
10-3-5 Prostitution, Assignment, Lewd or Indecent Acts

Article 10-4 **OFFENSES AGAINST PROPERTY AND PRIVACY; GRAFFITI; TRESPASSING AND RESIDENTIAL SOLICITATION** ^{157 378 457 560}

10-4-1 Graffiti Prohibited ^{378 457} Repealed and Re-enacted
10-4-2 Reserved
10-4-3 Trespassing Prohibited
10-4-4 Residential Solicitation of Sales and Contributions ^{42 144 560 578}

Article 10-5	<u>POSSESSION OF FIREARMS; EXCEPTION</u>	355
10-5-1	Definitions	
10-5-2	Unlawful Possession	
10-5-3	Forfeiture	
Article 10-6	<u>POSSESSION OF DEADLY WEAPONS AND EXPLOSIVES</u>	352
10-6-1	Definitions	
10-6-2	Unlawful Possession	506
10-6-3	Forfeiture	
Article 10-7	<u>CONTROL OF EXCESSIVE NOISE</u>	44 522 561 573 607
10-7-1	Purpose of Article	
10-7-2	Definitions	522 607
10-7-3	Stationary or Fixed Noise Sources	607
10-7-4	Motor Vehicles	607
10-7-5	Reserved	2016-10
10-7-6	Sound Level Measurement Criteria	607
10-7-7	Exemptions	693
Article 10-8	<u>CURFEW HOURS FOR MINORS</u>	399
10-8-1	Definitions	
10-8-2	Offenses	
10-8-3	Defenses/Exceptions	
10-8-4	Enforcement	
Article 10-9	<u>GAMBLING</u>	131
10-9-1	Definitions	
10-9-2	Exclusions	
10-9-3	Promotion of Gambling; Classification	
10-9-4	Benefiting from Gambling; Classification	
10-9-5	Accepting Bets; Wagers; Classification	
10-9-6	Possession of a Gambling Device; Classification	
10-9-7	Possession of Gambling Records; Classification	
10-9-8	Presumption	
10-9-9	Seizure; Exception; Definition	
10-9-10	Forfeiture	
Article 10-10	<u>ESCORTS, ESCORT BUREAUS AND INTRODUCTORY SERVICES</u>	132
10-10-1	Definitions	
10-10-2	Nonprofit Corporation, or Organization Exemption	
10-10-3	Escort Bureau and Introductory Service, License Required	

- 10-10-4 License and Permit Term, Non-transferability
- 10-10-5 Application for Escort Bureau or Introductory Service License; Contents; Required Fees
- 10-10-6 Escorts, Permit Required
- 10-10-7 Escort Permit Identification Card
- 10-10-8 Escort License
- 10-10-9 Information Update
- 10-10-10 Prohibited Activities
- 10-10-11 Renewal of Licenses
- 10-10-12 Fees
- 10-10-13 Revocation of License or Permit, Grounds and Procedure; Appeal
- 10-10-14 Applicability of Regulations to Existing Business

ARTICLE 10-11 HELICOPTER AND AIRCRAFT LANDING RESTRICTIONS

- 10-11-1 Aircraft Prohibited; Exceptions
- 10-11-2 Penalty

ARTICLE 10-12 RESTRICTIONS AND EXCEPTIONS TO UNMANNED AERIAL VEHICLE OPERATIONS ⁶⁹¹

- 10-12-1 Purpose
- 10-12-2 Definitions
- 10-12-3 Restrictions; Exceptions
- 10-12-4 Penalty

ARTICLE 10-13 UNRULY GATHERINGS

- 10-13-1 Purpose**
- 10-13-2 Definitions**
- 10-13-3 Unruly Gathering**
- 10-13-4 Subsequent Unruly Gathering**
- 10-13-5 Posting of Unruly Gathering; Removal of Notice Prohibited; Right to Contest Posting**
- 10-13-5 Billing**
- 10-13-6 Penalties**
- 10-13-7 Enforcement**

Article 10-13 UNRULY GATHERINGS

Section 10-13-1 Purpose

The Town Council of Paradise Valley finds and determines that unruly gatherings held on private property may constitute a nuisance which is a threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated responses to unruly parties, gatherings or events to abate the nuisance and to disperse uncooperative or unruly participants and to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the police department and can leave other areas of the Town with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.

The purpose of this article is to deter behavior associated with unruly gatherings and allow the Town to obtain reimbursement for expenses related to responses to unruly gatherings which have been determined to be a threat to the peace, health, safety, or welfare of the general public.

10-13-2 Definitions

In the Article, unless the context otherwise requires, the following terms or phrases are defined as follows:

- 1. “Increased Response” means the response of two or more uniformed officers to the scene of an Unruly Gathering in which eleven (11) or more persons are present and where it becomes necessary to restore the public peace, health, safety and/or general welfare.**
- 2. “Juvenile” means a minor under the age of eighteen (18) years.**
- 3. “Minor” means any person under the age of twenty-one (21) years.**
- 4. “Owner” means any owner, as well as any agent of an owner such as a landlord, acting on behalf of the owner, who controls or otherwise regulates the occupancy or use of the property.**
- 5. “Premises” means any property that is the site of an Unruly Gathering. For residential properties, Premises can mean the dwelling unit, units or other common areas where the unruly gathering occurs.**
- 6. “Police Service Fee” means the fee to reimburse the cost of services provided by the Police Department in response to the Unruly Gathering. The Police Service Fee is more fully defined in §10-13-7(C).**
- 7. “Responsible Person” means any person in attendance at an Unruly Gathering including any Owner, occupant, tenant, or tenant's guest or any sponsor, host or organizer of a social activity or special occasion constituting the Unruly Gathering, even if such person is not in attendance. If such a person is a Juvenile, the term "Responsible Person" includes, in addition to**

the Juvenile, the Juvenile's parents or guardians. Responsible Person does not include Owners or persons in charge of Premises where an Unruly Gathering takes place if the persons in attendance obtained use of the Premises through illegal entry or trespassing. A person need not be present at the time of the party, gathering or event to be deemed responsible.

8. “Special Security Assignment” means the police services provided during any call-in response to complaints or other information regarding unruly gatherings.
9. “Unruly Gathering” means a gathering of five (5) or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons and also includes one of the following: excessive noise, impeding traffic, obstruction of public streets by crowds or vehicles, use or possession of illegal drugs, drinking in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.
10. “Unruly Gathering Notice (Notice)” means be a document identifying the Premises as the site of an Unruly Gathering in which a citation was issued and advising the Owner, occupants, guests or other persons entering the Premises that any future Unruly Gathering upon the Premises shall have additional consequences.

Section 10-13-3 Unruly Gathering

- A. When any police officer responds to any Unruly Gathering and that police officer determines that there is a disturbance to the quiet enjoyment of public or private property, the police officer may issue a citation for Unruly Gathering. Said violation is a class 1 misdemeanor.
- B. A police officer may abate an Unruly Gathering by reasonable means including, but not limited to, citation or arrest of violators under applicable ordinances or state statutes, and dispersing any remaining gathered participants. Any participant not a tenant on a lease document who fails to disperse may be deemed a Responsible Person and cited for Unruly Gathering.
- C. The police officer or other police employees shall provide an Unruly Gathering Notice to the Responsible Person(s) and/or Owner in any of the following manners:
 1. By personal service of any Responsible Person(s) being cited at the Unruly Gathering; or,

2. **By posting of the Notice on the door of the Premises of the Unruly Gathering; or,**
 3. **By mailing the Notice to the Owner, at the address shown on the Maricopa County property tax assessment records. Such notification shall be made by certified mail; with the return receipt serving as evidence of service.**
- D. Any Responsible Person(s) receiving a citation for an Unruly Gathering requiring Increased Response shall be assessed a Police Service Fee for Special Security Assignments relating to the Unruly Gathering as provided §10-13-7(C). In the event of more than one person is identified as a Responsible Person, any and all Responsible Persons shall be jointly and severally responsible for the entire Police Service Fee.**
- E. Upon request, the Owner must provide the names of any and all occupants listed on the leasing documents at any location where the Police Department responds to an Unruly Gathering.**
- F. On a first offense, an Owner who was present at the Unruly Gathering and who made contact with the responding officers at the scene may apply retroactively for a special event permit under Article 8-8 of the Town Code of Paradise Valley by the close of business on the next business day. A special event permit may or may not be granted by the Town Manager retroactively.**

Section 10-13-4 Subsequent Unruly Gathering

- A. Consistent Premises - If, after receiving an Unruly Gathering Notice as provided in §10-13-3(C), a second or subsequent police response or responses is/are necessary to the same Premises for an Unruly Gathering within ninety (90) days of the first response, such response(s) shall be deemed a second response and subject to the higher fines and the Police Service Fee as provided in §10-13-7(C). If, after written notice of the violation as provided in §10-13-3(C), a third response is necessary to the same Premises for an Unruly Gathering within one hundred twenty (120) days of the second response, such response shall be deemed a third response and subject to the highest fines and the Police Service Fee as provided in §10-13-7(C).**
- B. Consistent Responsible Person - If, after receiving an Unruly Gathering Notice as provided in §10-13-3(C), a second or subsequent police response or responses is necessary to any Premises involving the same Responsible Person for an Unruly Gathering within ninety (90) days of the first response, such response shall be deemed a second response and subject to the higher fines and the Police Service Fee as provided in §10-13-7(C). If, after written notice of the violation as provided in §10-13-3(C), a third response is**

necessary to any Premises involving the Same Responsible Person for an Unruly Gathering within one hundred twenty (120) days of the second response, such response shall be deemed a third response and subject to the highest fines and the Police Service Fee as provided in §10-13-7(C).

- C. Once a Premises is initially posted as a result of an Unruly Gathering and the conduct causing the gathering to be unruly has ceased, a resumption of unruly behavior on the Premises resulting in another police response shall constitute a new and separate, yet cumulative, Unruly Gathering for purposes of this section.

Section 10-13-5 Posting of unruly gathering; removal of notice prohibited; right to contest posting

- A. **Contents of Notice.** The Premises at which the Unruly Gathering occurs shall be posted with a Notice stating:
1. That an Unruly Gathering has occurred at the Premises;
 2. The date of the Unruly Gathering;
 3. That any subsequent Unruly Gathering on the same Premises resulting in a citation, and subsequent conviction thereof, within a ninety (90) day period (or within one hundred and twenty days (120) of a second Unruly Gathering, as defined herein, with or without Increased Response, and within one hundred eighty days (180) of a third Unruly Gathering, as defined herein, with or without an Increased Response) shall result in the Responsible Person(s) liability for the penalties provided in this ordinance;
 4. The right to contest the posting, as provided in subsection (4)(d) of this section; and,
 5. Contact information at the police department.
- B. **Posting Requirements.** Premises shall be posted with an Unruly Gathering Notice as provided in this section each time an Unruly Gathering occurs. The Owner, occupant or tenant of the Premises, if present, shall be advised as to the location in which such Notice is posted in order to achieve both the security of the Notice and its prominent display. The Unruly Gathering Notice shall be posted in a place visible upon inspection by a police officer during the prescribed period. In the event that the Premises are already posted at the time of a subsequent posting, the ninety (90) day period from the date of the existing posting shall be extended an additional one hundred and twenty (120) days from the date of the subsequent posting.

- C. Removal of notice prohibited. The Owner of the posted Premises shall be responsible for ensuring that the Unruly Gathering Notice is not removed, defaced, or concealed. The removal, defacement, or concealment of a posted Notice is a civil infraction carrying a mandatory penalty of a minimum of two hundred fifty dollars (\$250.00) in addition to any other penalties which may be imposed under this section.**
- D. Right to contest posting.**
- 1. An Owner, occupant, or tenant of the posted Premises may contest the posting of the Notice by filing a written petition for a civil hearing in the Town Municipal Court requesting that the court determine whether justification existed for posting of the notice under the provisions of this section. The petition must be filed within ten (10) days after the posting of the Notice or, if the Notice is given by mail, within fifteen (15) days after the postage date of the mailing of the Notice, and not thereafter. The court shall set a time and date for a hearing to be held no later than fifteen (15) days after receipt of the written petition and shall notify both the petitioner and the Town Attorney of the hearing date. In order to avoid the possibility of conflicting rulings, if more than one (1) petition is filed under this subsection relating to a single posting, for example by multiple lawful occupants of the posted Premises, the court shall set only one (1) hearing and shall consolidate the petitions and notify all petitioners of the hearing date and time. At the hearing, the Town has the burden of proving, by a preponderance of evidence, that the posting of the Notice was justified pursuant to the provisions of this section.**
 - 2. An Owner of a posted Premises, at any time after the posting or the mailing of the Notice, may petition the Town Municipal Court for an order directing the removal of the Notice on the grounds that the Owner has taken reasonable and necessary actions to prevent the occurrence of a subsequent Unruly Gathering at the posted location. The court shall set a time and date for a hearing to be held no later than fifteen (15) days after receipt of the petition and shall notify both the petitioner and the Town Attorney of the hearing date. At the hearing, the petitioner has the burden of proving, by a preponderance of evidence, that the petitioner has taken reasonable and necessary actions to prevent the occurrence of a subsequent Unruly Gathering. This petition process is not available to an Owner who was present at the Unruly Gathering and engaged in conduct causing the gathering to be unruly.**

Section 10-13-6 Billing

The Chief of Police, or any person designated by the Chief of Police, shall cause appropriate billings for the Police Service Fee to be made to the Responsible

Person(s). Billings shall include the name and address of the Responsible Person, the date, time and location of the Unruly Gathering for which a Police Service Fee is imposed, and shall identify the services provided, any loss or damage and such other information as may be relevant.

- A. The amount of such Police Service Fees charged shall be deemed a joint and several debt to the Town of any and all Responsible Persons, whether they received the benefit of such Special Security Assignment services or not. If the Responsible Person(s) for the Unruly Gathering is a Juvenile, then the parents or guardians of that Juvenile will also be jointly and severally liable for the costs incurred for police services. Any person owing money due for the Police Service Fee shall be liable in an action brought in the name of the Town for recovery of such amount, including reasonable attorney fees.**

- B. If a Responsible Person is the person who owns the property where an Unruly Gathering takes place, the Owner will not be charged the Police Service Fee unless:**
 - 1. the Owner was present at or had knowledge of the Unruly Gathering and took no reasonable action to prevent the unruly gathering or unlawful gathering; or**
 - 2. the Owner had been sent a notice from the Town that an Unruly Gathering had taken place on the Premises, and a subsequent unruly gathering occurs within the prescribed time of the mailing of such notice to the owner; or**
 - 3. the Owner/landlord fails to provide the names of the occupants listed on the leasing documents where the Unruly Gathering occurs.**

The Town reserves all rights and remedies at its disposal to collect the Police Service Fee.

Section 10-13-7 Penalties

- A. For Responsible Person(s). If the Responsible Person is convicted of an Unruly Gathering, the penalty shall be a minimum mandatory fine of one thousand dollars (\$1000.00) or up to the maximum associated with a class one misdemeanor. Additionally, if the Responsible Person for an Unruly Gathering has previously been convicted for an Unruly Gathering, regardless of the location of the prior violation, the penalty shall be a minimum mandatory fine of two thousand dollars (\$2,000.00) for a second conviction, and a minimum mandatory fine of two thousand five hundred dollars (\$2,500.00) for a third or subsequent violation.**

- B. For Premises. If the Owner of a Premises is convicted of an Unruly Gathering, the penalty for conviction of an Unruly Gathering shall be a minimum mandatory fine of one thousand dollars (\$1000.00) for a first violation, a minimum mandatory fine of two thousand dollars (\$2,000.00) for**

a second violation, and minimum mandatory fine of two thousand five hundred dollars (\$2,500.00) for a third or subsequent violation.

- C. Police Service Fee.** The Police Service Fee shall be an amount equal to the actual costs (essentially a reimbursement) of the law enforcement response to an Unruly Gathering, including:
- 1. the salaries, and associated benefits of the responding law enforcement officers corresponding to the amount of time actually spent in responding to and remaining at the Unruly Gathering; and,**
 - 2. the salaries, and associated benefits of any dispatcher or other police personnel involved with the response for the amount of time actually spent in responding to Unruly Gathering; and**
 - 3. any actual costs of any medical treatment to injured officers and/or the costs of repairing any damage to town equipment or property; and**
 - 4. the associated overhead costs including, but not limited to, vehicle and equipment used; with such overhead costs to be set annually within the first 60 days of the new fiscal year and available for inspection.**

Section 10-13-8 Enforcement

The Police Department is authorized to enforce the provisions of this section regardless of whether enforcement is initiated by a complaint from a member of the public or detection by the Police Department without any such complaint. Peace officers shall enforce the provisions of this section using their sound discretion and the consideration of the totality of the circumstances, including but not limited to the use of the Premises (e.g. residential, commercial, etc.).

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the Town Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 3. This ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, this ____ day of March 2018.

Michael Collins, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

TOWN OF PARADISE VALLEY

Unruly Gatherings
February 22, 2018



Unruly Gatherings

- House parties at neighboring residences negatively impact residents:
 - Quality of life
 - Property values



Unruly Gatherings

- Purpose: Discuss and receive Mayor and Council direction on drafting a new ordinance to assist in solving this community issue.



Unruly Gathering

- Discussion
 - Do Mayor and Council have further questions or comments about the ordinance?
 - Do Mayor and Council support this concept?



Unruly Gathering

- Unruly Gathering definition:
 - Five or more people, and :
 - Disturbance of quiet enjoyment of property by **one of the following**:
 - Noise, obstruction of public streets by crowds or vehicles, drinking in public areas, drugs, serving alcohol to minors, fighting, littering, disturbing the peace.



Unruly Gathering

- Concept
 - Potential ordinance creates a tool to assist in addressing Unruly Gatherings.
 - Criminal Penalties
 - Civil Fines
 - Administrative Fees



Unruly Gathering-Criminal Process

- Class 1 Misdemeanor
- Fines-\$1000 to \$2500
- Officer Issues a Citation to Responsible Person(s) at scene
- Follow up can issue a citation to an off-site or non-present owner
- Town Code violations are misdemeanors (T.C. 1-9-1)



Unruly Gathering-Civil Process

- Post a notice on the property saying:
 - Notice that an Unruly Gathering Occurred
 - Notification to Owner via personal contact or mail
 - Warning that subsequent Unruly Gathering within 90 days incurs fees and citations
 - Prohibition to remove posting



Unruly Gathering- Administrative Process

- Police Service Fee – Actual Charge for:
 - Actual cost of officers; dispatchers, vehicles, equipment
 - One hour cost will be \$310; Fees will be processed on each ½ hour increment.



Council Concerns Voiced at October 12 Meeting

- Is charging a Misdemeanor with a maximum penalty of \$1,000 fine too harsh?
 - All town code violations are misdemeanors
 - Fine can be modified by the judge, based on the circumstances of the case
 - Officers use discretion on writing noise ordinance violations



Council Concerns Voiced at October 12 Meeting

- Can an owner retroactively apply for a special event permit to avoid the first offense?
 - Ordinance now includes: “On a first offense, an owner who was present at the unruly gathering and made themselves available to responding officers at the scene, may retroactively apply for a special event permit by the close of business on the next business day.”



Council Concerns Voiced at October 12 Meeting

- Is this ordinance unfairly punitive to owners?
 - Potential proactive solutions at owner level:
 - Crime Free Lease Addendum to leases for long term tenants
 - Proactive communication for short term tenants from owner
 - Proposed 'safety valves' in ordinance:
 - Notification of owner at scene or after incident via mailing
 - Notice of property posting to preclude a second or repeated incident



Unruly Gathering

- Discussion
 - Do Mayor and Council have further questions or comments about the ordinance?
 - Do Mayor and Council support this concept?



Unruly Gathering

Questions or Comments



Unruly Gathering- Administrative Process

- Police Service Fee
 - Requires Increased Response (2+ Officers) to restore peace because 11+ people necessary. Or;
 - Second visit to same event; or
 - Response to same location after notification;



Unruly Gathering- Administrative Process

- Why Charge for Increased Response?
 - Inability to break up party with one officer;
 - 2 officer represent 40% of night shift;
 - 3 officers likely needed; so 60% of night shift;
 - Pulls officers from neighborhood patrols;
 - Potential Time, Injury and Paperwork when dispersing people





Action Report

File #: 18-066

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Paul Mood, P.E., Town Engineer
Jeremy Knapp, Engineering Services Analyst

DATE: February 22, 2018

DEPARTMENT: Engineering

AGENDA TITLE:

Discuss an Increase to the Budget for the APS District 30 Overhead to Underground Conversion and Associated Contract

Town Value(s):

- Primarily one-acre, residential community
- Limited government
- Creating a sense of community
- Partnerships with existing schools and resorts to enhance recreational opportunities
- Improving aesthetics/creating a brand
- Preserving natural open space

Undergrounding Overhead Power Lines Improves Community Aesthetics By Eliminating Visual Clutter in our Viewsheds

Council Goals or Statutory Requirements:

RECOMMENDATION:

Reallocate budget authority to the APS District 30 Conversion project.

SUMMARY STATEMENT:

The Town has a long standing history of working with Arizona Public Service (APS) to complete overhead to underground powerline conversions. Since 1988, the Town and APS have completed 36 districts, removed over 74 miles of lines, removed almost 2,000 poles, and invested over \$42 million. The final undergrounding district is District 30.

The Town's longstanding agreement for funding undergrounding of overhead electrical lines with APS includes APS paying 45% of the trenching cost, installation of conduits and cable. The Town shares

with APS 55% of the underground cost (trenching, conduits wires and appurtenances). Additionally, the Town provides trenching, conduits and pull boxes for CenturyLink and pays them their cost for engineering, wire and labor. The Town also pays for the cost of trenching for Cox Communications.

Undergrounding District 30 is located east of Scottsdale Road, between Jackrabbit Road and Vista Drive (see Attachment A and B). The district is unique in that it borders the City of Scottsdale on three sides and had failed to reach the resident funding contribution during multiple attempts to fund the project. The main reason the project failed to meet the resident contribution limits was due to the fact that many of our residents would still be able to see APS lines in Scottsdale adjacent to their properties. Town staff approached the City of Scottsdale and requested their participation in this project similar to the Town's participation. This was rejected due to an equity concern for similarly situated neighborhoods throughout Scottsdale. Town staff approached APS, requesting they extend the Town's Undergrounding Agreement to the adjacent City of Scottsdale properties in order to complete this district, APS agreed. In February of 2015 Town Council Directed staff to proceed with attempting to reach the resident funding contribution limits again, including those properties within the City of Scottsdale that abut the lines.

The estimate prepared by APS for this project, which was utilized to budget the project in the Town's CIP, turned out to be considerably below actual low-bid costs for several reasons. These include increased costs for electrical conversions and trenching as well as an estimating error. To help offset additional costs, APS has offered to cover an additional percentage of the project as shown in the attached PowerPoint Presentation (Attachment H).

This district includes 56 properties, 30 of which are within the Town of Paradise Valley and 26 are within the City of Scottsdale. Town residents contributed, on average, the voluntary \$1,500 contribution, meeting the town's threshold of \$34,500. Scottsdale residents were required to contribute, on average, \$7,323 per lot, for a total of \$79,994, which they did. In many cases, several Town and Scottsdale residents paid much more than the average contribution listed in order to ensure the project would move forward.

On January 4th, 2018, the Town received competitive bids for the Town's portion of the work. The bid results (Attachment C) are as follows:

Bidder	Bid Amount
Arizona Trench Company	\$ 659,196.00
MGI	\$ 715,300.00
Team Fishel	\$ 884,943.52
Doublejack	\$ 1,005,895.00
Beecroft	\$ 1,108,500.00

Based on their qualifications, experience, and price, it is recommended that Arizona Trench Company be awarded the trenching contract (Attachment D) in the amount of \$659,196.

In addition to trenching and conduit install by Arizona Trench Company, the Town also has to pay a

portion of the APS Conversion which totals \$159,575 (Attachment E).

Per our Franchise Agreement with CenturyLink, The Town is also obligated to pay CenturyLink in an amount of \$113,286.63 (Attachment F) for the conversion of their overhead facilities in the area. This cost includes design engineering for CenturyLink Improvements, manpower necessary to install the new wire, and for the wire itself.

Item	Cost
Conversion Trenching - Arizona Trench Company	\$ 659,196.00
Payment to APS for Facility Conversion	\$ 159,757.00
Payment to CenturyLink for Facility Conversion	\$ 113,286.63
Sub Total	\$ 932,239.63
Less Residents Contributions	\$ 114,494.00
Town Cost	\$ 817,745.63

BUDGETARY IMPACT:

Approval of this agenda item will cost the town \$932,239.63.

The amount budgeted for this project was \$634,793 in FY2016-17 which was never spent on the project. The cash is still available for this project; but the approved budget authority was not carried forward into this year. Of the budgeted \$634,793, \$114,494 came from previously received District 30 property owner contributions.

The remaining \$297,446.63 will come from the future re-programming of FY2018-19 CIP Project 2019-04 Telecommunications System Upgrade.

In order to balance the CIP projects budgets between the three fiscal years (FY2016-17, FY2017-18, and FY2018-19), a transfer of budget authority (Exhibit G) of \$817,745.63 is necessary from FY2017-18 CIP Project 2016-14.1 Lincoln Drive - Ritz Related Roadway Improvements. A majority of this project has been delayed until FY2018-19. As a priority, this amount will be reinstated with the proposed FY2018-19 Budget to the Lincoln Drive - Ritz Related Roadway Improvements Project to make the project whole and fully funded. Other projects slotted for FY2018-19 are subject to adjustments, contingent upon available resources and spending limitations.

ATTACHMENT(S):

- Attachment A - District 30 Map
- Attachment B - District 30 Photos
- Attachment C - Bid Tabulation
- Attachment D - Arizona Trench Company Contract
- Attachment E - Arizona Public Service Price Breakdown
- Attachment F - CenturyLink Price Breakdown
- Attachment G - Resolution 2018-08 Budget Transfer Request
- Attachment H - PowerPoint Presentation

DISTRICT 30 HISTORY





Project Photos
APS Undergrounding Conversion District 30
Town of Paradise Valley, Arizona



Project Photos

APS Undergrounding Conversion District 30

Town of Paradise Valley, Arizona



Project Photos
APS Undergrounding Conversion District 30
Town of Paradise Valley, Arizona



Project Photos
APS Undergrounding Conversion District 30
Town of Paradise Valley, Arizona



Project Photos
APS Undergrounding Conversion District 30
Town of Paradise Valley, Arizona

**APS DISTRICT 30
PROJECT NO. 2016-02**

Bid Opening –Thursday, January 4, 2018 at 10:00 am

	NAME OF BIDDER	BID AMOUNT	
1	Arizona Trench Co.	\$ 659,196 ⁰⁰	<input checked="" type="checkbox"/> Bid Form A/B/C <input checked="" type="checkbox"/> Amendment 1 <input checked="" type="checkbox"/> Amendment 2 <input checked="" type="checkbox"/> Bid Bond
2	Beecroft	\$ 1,108,500 ⁰⁰	<input checked="" type="checkbox"/> Bid Form A/B/C <input checked="" type="checkbox"/> Amendment 1 <input checked="" type="checkbox"/> Amendment 2 <input checked="" type="checkbox"/> Bid Bond
3	Doublejack	\$ 1,005,895 ⁰⁰	<input checked="" type="checkbox"/> Bid Form A/B/C <input checked="" type="checkbox"/> Amendment 1 <input checked="" type="checkbox"/> Amendment 2 <input checked="" type="checkbox"/> Bid Bond
4	MGI	\$ 715,300 ⁰⁰	<input type="checkbox"/> Bid Form A/B/C <input type="checkbox"/> Amendment 1 <input type="checkbox"/> Amendment 2 <input type="checkbox"/> Bid Bond
5	Team Fischel	\$ 884,943 ⁵²	<input checked="" type="checkbox"/> Bid Form A/B/C <input checked="" type="checkbox"/> Amendment 1 <input checked="" type="checkbox"/> Amendment 2 <input checked="" type="checkbox"/> Bid Bond
6			<input type="checkbox"/> Bid Form A/B/C <input type="checkbox"/> Amendment 1 <input type="checkbox"/> Amendment 2 <input type="checkbox"/> Bid Bond
7			<input type="checkbox"/> Bid Form A/B/C <input type="checkbox"/> Amendment 1 <input type="checkbox"/> Amendment 2 <input type="checkbox"/> Bid Bond

TOWN OF PARADISE VALLEY

ENGINEERING DEPARTMENT

**PROJECT SPECIFICATIONS
AND CONTRACT DOCUMENTS**

**DISTRICT 30
UNDERGROUND UTILITY CONVERSION
PROJECT NO. 2016-02**

TOWN COUNCIL MEMBERS

Mayor – Michael Collins

Jerry Bien-Willner, Vice Mayor

Paul Dembow

Mark Stanton

Scott Moore

Julie Pace

David Sherf

Town Manager – Kevin Burke

Town Engineer – Paul Mood, P.E.

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT THE Council of the Town of Paradise Valley, Maricopa County, State of Arizona, ordered: all bonding, insurance, labor, material, equipment, transportation, submittals, barricading, maintenance, meandering, pull ropes, pull boxes, trench, shade material, backfill, repair, restoration, clean-up, concrete, asphalt paving, and landscaping; per the Contract plans and specifications known as DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02. Approximate project limits: E Vista Dr., E Jackrabbit Rd., N Scottsdale Rd., N Woodmere Fwy.

SEALED BIDS WILL BE RECEIVED UNTIL **THURSDAY, January 4, 2018, AT 10:00 A.M. ARIZONA TIME**, by the Town Engineer in the Community Room at Town Hall at 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253. At this time, the bids will be publicly opened and read aloud. Each Bid shall be accompanied by a cashier's check or a bid bond acceptable to the Town of Paradise Valley for a sum of not less than ten percent (10%) of the amount of the bid made payable to the order of the Town of Paradise Valley, Arizona.

Bids received after the time and date specified above will be returned unopened to the bidder. A bid may be withdrawn prior to the time set for opening bids. No bid may be withdrawn for a period of sixty (60) days after the date set for receipt of bids.

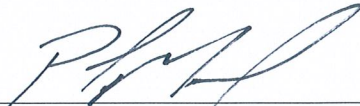
Bids accepted by the Town constitute a legally binding offer. In addition, the successful bidder will be required to sign one of the Town of Paradise Valley's standard construction contracts.

Contact: Jeremy Knapp at (480) 348-3622 for additional information.

The Town Council reserves the right, as the interest of the Town may require, to reject any and all bids, to waive any informality in bids received, and to accept, increase or reduce the quantities of any or all items of any bid unless the bidder qualified such bid by specific limitation, and reserves the right to reject the bid of any person who has been delinquent or unfaithful to any contract with the Town of Paradise Valley.

Plans, specifications, and bid forms may be obtained at no charge from the Town Engineer, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253. For those contractors interested in acquiring plans and specifications by mail, there will be an advance charge of \$5.00 to cover postage and handling. Therefore, a check made payable to the Town of Paradise Valley in the amount of \$5.00 should accompany by-mail requests.

TOWN OF PARADISE VALLEY, ARIZONA

By  _____
Paul Mood, Town Engineer

INFORMATION FOR BIDDERS

GENERAL

Plans, specifications, and bid forms may be obtained at no charge (unless mailed to requester) from the Town Engineer at 6401 East Lincoln Drive, Paradise Valley, Arizona 85253.

BOND REQUIRED

- a) Each bid must be accompanied by a cashier's check made payable to the order of Town of Paradise Valley in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the Town Manager in a penal sum equal to 10% of the total bid, and naming Town of Paradise Valley as obligee. Such security shall be returned to all except the three lowest responsible bidders within 12 days after the opening of bids, and the two remaining securities returned within three days after the bidder, to whom the Town Council has awarded the contract, has executed the contract.
- b) Bonds in the following amounts will be required at the time of executing the formal contract:
 - (1) Performance Bond - One Hundred (100%) percent of the Contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the Contract price.

Bonds in the form included herein may be used by the successful Contractor.

EXECUTION OF CONTRACT

The Contractor shall execute the contract with the Town of Paradise Valley within ten (10) working days after receipt of the NOTICE OF AWARD of contract.

START AND COMPLETION OF WORK

Work shall start within five (5) calendar days after issuance of NOTICE TO PROCEED and shall be completed within ONE HUNDRED (100) calendar days thereafter.

MEASUREMENT AND PAYMENT

Final payment shall be made within forty (40) calendar days after approval of the final invoice by the Project Manager and the signed CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS is received. The above affidavit shall be submitted on forms provided in this specification book.

PRE-BID CONFERENCE AND QUESTIONS ON PLANS AND SPECIFICATIONS

A PRE-BID CONFERENCE will be held at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, on **WEDNESDAY December 13, 2017 AT 1:00 P.M.** The purpose of the conference will be to discuss project objectives, opportunities and constraints, answer to questions and comments, present all addendum, clarify project construction plans and specifications.

Neither the Engineer nor the Town of Paradise Valley shall be held responsible for any oral instructions. Any changes to the plans and specifications will be in the form of an addendum, which will be furnished to all plan holders.

PRE-CONSTRUCTION CONFERENCE

After completion of the Contract, to include bonds, insurance, and signatures, and prior to the commencement of any on-site work on the project, a Pre-Construction Conference will be scheduled.

The purpose of this Conference is to establish a working relationship between the Contractor, utility companies, and the Town. The agenda will include critical elements of the work schedule, submittal schedule, traffic control plans, coordination with involved utilities, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed with construction.

Minimum attendance by the Contractor shall be a responsible company official, the job superintendent, and the office contact person.

STANDARD SPECIFICATIONS AND DETAILS

Unless otherwise noted, construction of this Project shall be in accordance with all applicable Maricopa Association of Governments' Uniform Standard Specifications for Public Works Construction, latest revision, which may be obtained at the office of the Maricopa Association of Governments, 1820 W. Washington, Phoenix, Arizona. Standard Details shall be MAG Standards Details, latest revision, which may be obtained at the same address.

SUBMITTING BIDS

No bid will be considered unless it is made upon the bid forms contained in the Project specification book.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain five (5) sets of Plans and Specifications for this project from the Town or its designee, at no cost. Additional sets will be furnished for a nominal fee to be paid by the Contractor.

CONTRACTOR'S INSURANCE COVERAGE

- a. Compensation Insurance: The Contractor shall secure and maintain during the life of the contract, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any of the work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance for his employees unless such employees engages are covered by the Contractor. In the event any class of employees engaged in the work under this contract at the site of the project is not protected by Workmen's Compensation Statute, the Contractor shall provide and similarly shall cause each Subcontractor to provide special insurance for the protection of such employees not otherwise provided.

- b. Public Liability and Property Damage Insurance: The Contractor shall take out, and maintain during the life of this Contract, such public liability and property damage insurance, both general and automobile liability, as shall protect him, any subcontractor performing work under this contract and the Town of Paradise Valley from all claims for bodily injury, including accidental death, as well as for all claims for property damage arising from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor agrees to include the Town of Paradise Valley as an additional insured in all the insurance policies required under this contract and such insurance shall be primary.

The minimum limits required are: Workmen's Compensation Insurance shall be secured and maintained in accordance with the Workmen's Compensation Law of Arizona, as revised.

Comprehensive General Liability Insurance including broad form property damage, premises-operations, independent contractors, contractual, and automobile liability shall be secured and maintained in an amount not less than \$5,000,000 combined single limit.

The general contractor subletting any part of the work awarded to him shall provide a contingent liability policy in the same amount as provided for his public liability insurance.

- c. Policy Shall Include Coverage For:
 - 1) Damage caused by blasting.
 - 2) Damage caused by collapse or structural injury.
 - 3) Damage to underground facilities.
 - 4) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with subject insured operations.
 - 5) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

- d. When the project includes construction of a new, or modification of an existing building (in addition to the above types):

Fire and Extended Coverage plus Vandalism and Malicious Mischief for the Full Amount of the Contract, less costs for any foundation, underground utilities and/or landscaping, with the Town of Paradise Valley named as an additional insured.

- e. It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been completed and the project has been accepted by the Town of Paradise Valley. (If a policy does expire during the life of the Contract, renewal Certificate of the required coverage must be sent to the Town of Paradise Valley not less than five days prior to expiration date.)
- f. The Contractor hereby agrees to and shall indemnify, defend and save harmless the Town of Paradise Valley, City of Scottsdale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, on account of any act or omission by the contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

PERMITS

For Work Within Town of Paradise Valley:

Permits shall be obtained from the Town of Paradise Valley at no cost to the Contractor.

- a. The Town of Paradise Valley Engineering Department will issue a permit for work within the public right-of-way. Permits, when required, may be obtained from the Engineering Office.
- b. The Town Engineer must be notified prior to the commencement of any work for the purpose of inspecting the work for conformance to plans, specifications, and details, as well as, public safety requirements as authorized by the Town Code.
- c. The Contractor shall secure and maintain during the life of the contract, State of Arizona and Town of Paradise Valley transaction privilege (sales) tax permits.

For Work Within City of Scottsdale

Permits shall be obtained from the City of Scottsdale at cost to the Contractor.

GENERAL CONDITIONS

1. SCOPE

The work covered by these plans and specifications consist of furnishing all bonds, insurance, submittals, labor, equipment, material, transportation, disposal, fill, traffic control, barricading, clean-up, site restoration, complete, in accordance with the "STANDARD SPECIFICATIONS AND DETAILS", "THE GENERAL CONDITIONS" and the "SPECIAL CONDITIONS". The drawings, which show the details of the work specified herein, are designated as the "PLANS" and form an integral part of the contract documents. The APS PLANS, WA322987, include plan sheets 1 through 33 dated 10/11/2017; CENTURY LINK COMMUNICATIONS PLANS, JOB: N.210039 include sheets 1 through 17 ; COX COMMUNICATIONS PLANS, include sheets 1 through 8

In the event of any conflict between the PLANS, GENERAL CONDITIONS and SPECIAL CONDITIONS and the requirements of the STANDARD SPECIFICATION AND DETAILS or PLANS, these GENERAL CONDITIONS AND SPECIAL CONDITIONS shall prevail.

1. STANDARD SPECIFICATIONS AND DETAILS

Except as otherwise noted, construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and MAG STANDARD DETAILS called for on the PLANS including the latest approved revisions and City of Phoenix supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS". In all cases where accepted standards (AWWA, ANSI, AASHTO, ADOT, ASTM, etc.) are referred to in the STANDARD SPECIFICATIONS, the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and supplements may be obtained at the MAG Office at 1820 W. Washington, Phoenix, Arizona

The GENERAL CONDITIONS AND SPECIAL CONDITIONS of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

3. DEFINITIONS

Definitions shall be as stated in Section 101.2 of the UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Maricopa Association of Governments, with the following additions:

Design Engineer(s): Arizona Public Service Company, Phoenix, AZ
Century Link Communications, Inc., Tempe, AZ
Cox Communications, Phoenix, AZ

Owner: Town of Paradise Valley, 6401 E. Lincoln Drive, PV, AZ
Owner: City of Scottsdale, 3939 N. Drinkwater Blvd., Scottsdale, AZ

Wherever "Town" is referred to, it shall be understood that the Town referred to is the Town of Paradise Valley. Wherever "City" is referred to, it shall be understood that the City referred to is the City of Scottsdale.

4. CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act, (US Sta. 96, 40 USE 327), the latest revisions shall prevail.

5. TOWN TRAFFIC CONTROL

- a. Complete street closures will not be permitted for the project unless prior approved in writing is obtained from the Town Engineer or City Engineer.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project at his expense. Lighted barricades shall be in operation from dusk till dawn. All traffic control shall be in accordance with the City of Phoenix "Traffic Barricade Manual", latest revision.
- c. The Town Engineer or City Engineer shall stipulate the traffic restrictions and/or minimum requirements throughout the duration of the construction period.
- d. The Contractor shall submit a construction schedule and traffic control plan for "Street Barricading and Channelization" to the Town Engineer and City Engineer for approval and/or modifications ten (10) days before construction is initiated.
- e. Earthwork or material haul routes, time of day, dates, vehicle size and capacities, number of trips, dust control, clean up operations, etc. shall be set forth in writing by the Contractor and approved by the Town Engineer ten (10) days prior to start of construction. All trucks hauling dirt or other material into or out of the construction site that could add particulates into the air shall be adequately covered. Contractor shall provide written documentation of owner's approval to utilize private property involved with such hauling and/or marshaling yard.
- f. Traffic Control, both on-site and within Town and City right-of way shall conform to the requirements specified in the SPECIAL CONDITIONS.

6. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and save harmless the Town of Paradise Valley and the City of Scottsdale, its officers, agents, or representatives from all suits, actions, loss, damage, expense, costs, or claims of any character or any nature brought on account of any injuries or damages sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement or on account of any act or omission by the Contractor or his agents or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, order or decree.

7. RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The Contractor shall be responsible for all State of Arizona, Town of Paradise Valley, and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the bid amount.

8. INSPECTION

- a. An Inspector from the Town of Paradise Valley, City of Scottsdale, APS, Cox and Century Link will be stationed at the work site to report daily progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished, or work performed by the Contractor, fails to fulfill the requirements of the Contract. The Inspectors may direct the attention of the Contractor to such failure or infringement, however, such notification shall not relieve the Contractor from any obligation to furnish acceptable materials, or to provide construction that is satisfactory to the Town of Paradise Valley.
- b. In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question and issue can be referred to and decided on by the Town Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor, or interfere with the management and direction of the work being performed by the Contractor.
- c. Inspection or supervision by the Town Engineer shall not be considered as direct control of the individual workman addressed and the worksite. The direct control shall be solely the responsibility of the Contractor.

9. HINDRANCES AND DELAYS

The Contractor agrees to make no claim for damages for delays, of any kind, in the performance of this contract occasioned by any act or omission of the Town, or any of its representatives, and agrees that any subject claim shall be fully compensated for by only an extension of contract time to complete the performance of the work as provided herein. Refer to ARS 34-221-F.

10. LIQUIDATED DAMAGES AND EXTENSION OF COMPLETION

MAG Specifications 108.9 and 108.7, as revised shall apply.

11. LOSS AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own expense.

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract work is completed and accepted in writing by the Town and City.

Estimate of partial payment on work so completed shall not release the Contractor from such responsibility, but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

13. CLEAN UP

After all work under the contract is completed, and on a daily basis where applicable, the Contractor shall remove all construction materials, debris and other materials not incorporated in the work, from the site of the work. Clean up shall include all areas disrupted by the Contractor. Public areas shall at all times be kept clean, clear and barricaded, so as not to impose a safety risk to pedestrian and/or vehicular traffic.

14. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Town Engineer. The Town Engineer or his authorized representatives shall issue the final acceptance promptly after all work under the contract has been completed, in accordance

with the contract documents; and after final inspection has been accomplished. There will be no partial acceptance for any portion of work under this contract.

15. RIGHTS-OF-WAY

The MAG Standard Specifications 107.12 shall hereby be modified to read as follows: The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes which are required in addition to existing easements and/or rights-of-way secured by the Town, City and/or APS.

16. DUST PREVENTION

The Contractor shall take whatever steps, procedures, or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Engineer, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations. Dust Prevention is considered a non-pay item.

17. UTILITIES

Contact Town of Paradise Valley Engineering Department 72-hours prior to the execution of any on-site work for as-built information on existing irrigation system. Town of Paradise Valley not responsible for repairs due to as-built information provided. Existing irrigation system breaks shall be repaired immediately.

- a. If any utility is relocated or rebuilt for the convenience of the Contractor, the expense shall be borne by the Contractor.
- b. It is the Contractor's sole responsibility to coordinate with the utility companies and to resolve all conflicts between existing or proposed utilities and the new construction. The Town will not be held responsible for any delay claims due to such conflicts or resolutions.
- c. Any waterlines damaged during construction shall be replaced at the Contractor's expense per the requirements of the MAG Standard Specifications. Potable waterlines shall be disinfected in strict conformance with MAG Standard Specifications 611.2. MAG 611.2 is herewith amended as follows:

Polybutylene material shall not be used in any potable water system installation.

- d. No water valve, sewer manhole, or clean out shall be left damaged or inaccessible for more than seven (7) working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be performed by the Town of Paradise Valley at the Contractor's expense.

- e. If a gas main or service line is exposed during any construction activity, contact Southwest Gas at 877-860-6020. A gas line maintenance representative will respond, usually within one hour, to inspect the line. If a gas leak or any emergency exists, tell the person receiving your call.
- f. Any sanitary sewer line damaged during construction shall be replaced by a Contractor properly licensed to install sanitary sewers. All work shall be done as per MAG Standard Specifications.

18. **EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT**

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the Town Engineer and City Engineer 24 hours in advance of any work at such intersections. The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at the intersection. **WIRE SPLICING WILL NOT BE PERMITTED.** The Contractor shall provide an off duty uniformed Paradise Valley Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the Town Engineer or City Engineer for the immediate repair and restoration of all traffic signal overhead and underground items that have been damaged or modified.

19. **DUMPING AND DISPOSAL OF WASTE**

The Contractor is responsible for the cost to dispose of all waste products including excess earth material, which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Town Engineer. This is a considered a non-pay item.

No dirt, rock or earth material shall be dumped onto any property without first receiving written permission from the property owner and consulting the Town of Paradise Valley Representative.

20. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

21. **SUPERVISION BY CONTRACTOR**

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, and sequences and procedures of construction. The CONTRACTOR will employ and maintain at the WORK SITE, a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The representative shall have full authority to act on behalf of the CONTRACTOR and all communications given to the representative shall be as binding as if given to the CONTRACTOR. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work being performed.

22. CHANGES IN THE WORK

The Town Engineer may at any time, as the need arises, issue order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by written CHANGE ORDER.

The Town Engineer may also at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE OR TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within three (3) days after receipt of the field ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further written instruction from the OWNER.

23. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a signed CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrees in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved; unless project is bid as LUMP SUM.
- b. An agreed lump sum amount for additional work performed by Contractor.
- c. The actual cost for labor, direct overhead, materials, supplies, equipment and all other items and service necessary to complete the additional work. In addition, there shall be an added amount to be agreed upon by both parties, but not to exceed, in the aggregate, twenty (20) percent of the actual cost of the WORK, to cover the cost of general overhead and profit.

24. CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the Contractor at his expense. The Contractor shall be held responsible for the preservation of all stakes and marks on and off site to the construction being performed.

25. TESTING OF MATERIALS

All tests shall be made and results certified by an independent laboratory approved by the Town. The Contractor shall pay for all tests required to certify the suitability of materials utilized in this contract.

26. SOURCE OF MATERIALS

No material source has been designated by the Town for use on this project. MAG Specification, Section 106 shall apply as will ADOT Standard Specifications 2008, Section 106.01, .03, & 11 which outline controls and Section 1001-1, -2, & -4 concerning approval of Contractor Furnished Source and supplemental agreements in regards to environmental analysis and the liability for materials testing costs.

Contractor furnished material sources situated in the 100 year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing, shall not be allowed.

The location of any new material source or existing non-commercial material source proposed for use on this project shall be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor shall obtain a letter from the agency addressed to the Town Engineer certifying that the proposed source location conforms to the conditions herein and such applicable Standard Specifications as referenced.

27. METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Except as noted in the Special Provisions, measurements and payment for all bid items in the BID FORM shall be as described in the MAG STANDARD SPECIFICATIONS, subject to the following:

- a. Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, plant and tools necessary to provide a completely finished, and serviceable project, as shown by the plans and described in the Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the total project.

- b. No additional payments will be made for incidental work related to any items unless specifically noted and called for in the bid. Payment will be made at the unit price or lump sum price called for in the bid tab. Unit prices in writing will control in event of any dispute concerning amounts, which make up a Unit and/or Lump Sum cost.
- c. Measurement of the completed work will be made in-place, complete, with no allowance for waste, and as may be more particularly described in the description of the various items of work. Ten percent (10%) of the amount of each progress pay estimate shall be retained or securities shall be posted in accordance with ARS 34-221 until final acceptance of the project is issued by the Town Engineer.

28. APPROVED EQUALS AND ADDITIONAL ENGINEERING COSTS

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved equal(s)". Such references shall be regarded as establishing a standard of equality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved equal will be permitted, subject to the following procedure:

- a. No consideration will be given a request for substitution prior to award of contract.
- b. After award and to permit consideration and approval without delaying the work, the Contractor shall submit a written request for substitution to the Town Engineer. The request shall include all information necessary for proof of equality and suitability for substitution including benefits, engineering design and data (calculations), and/or detailed plan modifications which may be required by the substitution. The Contractor shall submit additional information and/or samples when required.
- c. The Town Engineer or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons.
- d. The Town Engineer will then make the final decision and notify the Contractor in writing as to the acceptability to the proposed substitution.
- e. In the event the Contractor, his suppliers, or subcontractors provide equipment or materials different than that called for in the plans or specifications which result in additional engineering design, calculations or plan modifications, the cost of such work shall be paid for by the Contractor.

SPECIAL CONDITIONS

Location of Work: E Vista Dr., E Jackrabbit Rd., N Scottsdale Rd., N Woodmere Fwy. in both the Town of Paradise Valley and City of Scottsdale.

Contract time: The Contractor shall complete all work on the project within ONE HUNDRED (100) calendar days after the Notice-To-Proceed with construction by the Town has been issued.

Progress Schedule: The Contractor shall submit his proposed work progress schedule to the Town for approval prior to starting any on-site work.

City of Scottsdale Work: All work within the City of Scottsdale City Limits shall conform to their adopted supplements to MAG, which can be found at:

<http://www.scottsdaleaz.gov/design/mag-supplements>

Section 102 - Addendum and Submission of Bidding Schedule:

It shall be the responsibility of prospective bidder to determine, prior to submission of a bid, if an addendum has been issued by the Town of Paradise Valley. This may be accomplished by visiting the Town's website at www.paradisevalleyaz.gov or by calling Jeremy Knapp, Engineering Services Analyst at (480) 348-3622. Any addendum issued, if not attached to these Special Conditions, must be signed by the bidder and included as a part of the Special Provisions and any quantities on the Bid Schedule requiring change shall be adjusted by pen and ink to the new figure.

Bids, which do not include appropriate addendum, and show appropriate changes to the Bid Schedule shall be deemed invalid by the Town Engineer.

Subsection 104.1.4 - Cleanup and Dust Control is modified to add:

At disposal sites other than City landfills, the Contractor shall be responsible for all required dust control measures.

Subsection 105.2 - Plans and Shop Drawing is changed to read:

The Contractor shall submit, for approval, a proposed schedule of shop drawings and product data submittals. This schedule will include concrete and asphalt concrete mix designs, unless they are a previously approved supplier's design mix. The schedule will show the needed response date for each submittal and will indicate the relationship of the submittal to the project construction schedule.

The Contractor shall submit four (4) copies of each shop drawing, product data or mix design to the Engineer for review. Each submittal shall be numbered sequentially and shall be submitted in a timely manner so as to cause no delay in the work schedule. The Contractor

shall certify, by stamp or letter, that he has reviewed and approved the submittal and that it conforms to the requirements of the Contract Documents. If this certification is not included, the submittal will be returned without action.

At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the Contract Documents. If the Engineer accepts this deviation, he will indicate the deviation by issuing a change order or if the deviation is minor by endorsement to the letter.

The Engineer will review and return the submittals in accordance with the previously established response date. The review will be only for conformance with the design concept of the work and for compliance with the information contained in the Contract Documents. The review of a specific item, as such, will not indicate review of the assembly in which the item functions. Review by the Engineer will not relieve the Contractor from responsibility for any errors or omissions in the submittals nor from his responsibility for complying with the Contract Documents. The only exception will be deviations accepted in accordance with the preceding paragraph.

If the submittal is acceptable, one (1) copy stamped "Approved" will be returned to the Contractor.

If the Engineer determines that the submittal requires corrections or is to be rejected, one (1) copy stamped "Approved As Modified" or "Not Approved-Resubmit" will be returned to the Contractor. The Contractor will resubmit four (4) copies of corrected or new item.

The copy stamped "Approved" and returned to the Contractor will become a part of the Contract Documents and will be kept at the job site. Any work involving items subject to approval, prior to said approval, will be at the Contractor's own risk and expense.

Section 105.6 - Cooperation with Utilities

The Contractor shall comply with the requirements of the ARS 40-360-21 through 20-360.29 in notification to the interested utility owners prior to the start of construction, and shall ascertain the approximate locations of the various underground utilities shown on the plans; and as may be brought to his attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. NOTIFY BLUE STAKE OF ARIZONA 48-hours prior to any on-site construction.

When the Contractor's operations result in damage to any utility, the location of which has been brought to his attention, he shall assume full responsibility and expense for such damage and repairs.

The following phone numbers as indicated should put the Contractor in contact with the proper personnel:

Blue Stake of Arizona -----	(602) 263-1100
Century Link, Kevin Wagner -----	(815) 245-9640
Cox, Travis Curry -----	(602) 694-2047
Arizona Public Service, Ron Gandara -----	(602) 371-7546
EPCOR (Water), Don Long -----	(602) 768-0898
Southwest Gas, -----	(480) 730-3857
City of Scottsdale Signals, -----	(480) 312-5637

Subsection 107.11 - Contractor's Responsibility for Utility Property and Services is modified to add:

The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to him due to his operations, and shall repair said damaged utilities as required herein or by the affected utility, at his own expense.

Subsection 108.4 - Contractor's Construction Schedule

The Contractor shall prepare and submit for approval at the Pre Construction Conference, a construction schedule outlining his proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved Traffic Control Plan.

Subsection 109.5.1 - Equipment is modified to read:

Unless a prior written agreement has been made, the Contracting Agency or Owner shall not pay move-in and/or move-out costs and standby equipment rates.

Sections 201, 205, 210, 211, 225 and 301 - Grading Under Pavement

If made a part of the project, Grading and Subgrade shall conform to the provisions of Section 201; Clearing and Grubbing
Section 205, Roadway Excavation
Section 210, Borrow Excavation
Section 211, Fill Construction and Watering
Subgrade Preparation Section 301, of the Maricopa Association of Governments (MAG) Uniform Standard Specifications, and these Special Conditions.

All earthwork necessary to construct roadway to finished subgrade within the curblin or curblin extended to side streets is included in this item of work. It shall include, but not be limited to such items as cleaning and grubbing, compaction of original ground, filling and compacting existing eroded swales and ditches, fill material and disposing of excess or unsuitable materials.

Existing asphaltic concrete to be removed during construction shall be included as work measured and paid for under the lump sum price bid for trenching.

Excess or unsuitable material and concrete shall be removed from the project and disposed of by the Contractor at intervals not to exceed once a week (5 working days). No separate payment will be made for unsuitable material and or concrete removals.

Grading under pavement shall be measured in square yards and shall be based on the area from face of curb to face of curb as described in the plans.

Unless bid is Lump Sum, payment for all work specified under Grading Under Pavement shall be made at the Contract unit price bid per square yard.

Direct payment will not be made for excavation, structural excavation, embankment, borrow waste, haul, overhaul, clearing, watering, rolling, or disposal of waste material.

Section 206 - Structure Excavation and Backfill

Backfill of trenches under all pavement areas shall consist of a ½ sack slurry mix per the City of Phoenix Standards and Specifications. All other trenches shall conform to Section 206 of MAG Specifications and/or APS, Century Link and Cox Communications Standards and Specifications.

Section 205.7, 205.8, 210.4, 210.5 and 211.6 (Structure Excavation, Borrow Excavation) Modification of

No payment will be made for this work. All equipment, labor, materials, etc., necessary to complete this work will be considered incidental to the item(s) contained within the Proposal and no additional compensation to the Contractor will be made.

Section 310 - Untreated Base

If made a part of the project, select material and Aggregate Base Course shall conform to the provisions in Section 310, of the MAG Uniform Standard Specifications and these Special Provisions. Select material shall be Type B in accordance with MAG Specifications Section 702.2. Aggregate Base Course shall be classified as crushed aggregate in accordance with MAG Specifications 702.2, Table 702. Aggregate Base Course and Select Material shall be measured in square yards, complete in place, to the thickness indicated on the Plans and as staked in the field.

At the Contractor's option, waste asphalt pavement materials removed from this project may be used as select material. The existing asphalt pavement shall be milled or removed and crushed to achieve a uniform gradation approximating Type B Select Material (1-} " minus). If requested by the Engineer, the Contractor shall provide, at no additional cost, certified gradation tests of the processed material. All other provisions of MAG Specification Sections 310 and 702 shall apply and compaction and appearance standards shall remain the same.

Unless project is Lump Sum, payment will be made at the contract unit price per square yard of 4" Aggregate Base Course and 6" Select Material. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of base material. If the existing paving materials option is used an average weight of each truckload shall be negotiated with the Engineer.

Section 321 - Asphalt Concrete Pavement

If made a part of the project, the work shall consist of furnishing and placing a plant mixed asphalt concrete road surfacing material to the compacted thickness shown on the plans for the roadway and in accordance with the Standard Specifications.

Asphalt Concrete shall be 2" Type D-1/2 Single Course as designated in MAG Specifications Section 710 and shall conform to the provisions of Section 321 of MAG Specifications. The maximum thickness allowed for one course of asphalt concrete shall be 3 inches.

Asphalt Concrete shall be measured in square yards, complete in place to the thickness indicated on the Plans and will be based on the area between the curbs and gutters, and to the dimensions as indicated on the Plans and as staked in the field.

The asphalt concrete for the temporary pavement sections and driveways shall consist of 2" compacted Type D-1/2 dense graded asphalt concrete.

Unless bid is Lump Sum, payment will be made at the contract unit price per square yard for 2" Asphalt Concrete, D-1/2. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of asphalt concrete.

Subsection 321.2 - Materials and Manufacture

If made a part of the project, materials and manufacture shall conform to Sections 710 and 711 of the Standard Specifications for the type specified on plans and in the proposal.

Mineral Filler and Anti-Stripping Agent shall be either dry hydrated lime or Portland cement, approximately 1.5 percent by weight of the mineral aggregate; and it shall be used as a mineral filler in all asphalt concrete pavements.

Fractured Faces of the mineral aggregate shall be at least 25%.

Asphalt to be mixed with the mineral aggregate shall be AR-40 or AC-20 Paving Asphalt.

Mix designs will be developed on the basis of the following criteria and tested in accordance with the following test methods:

<u>Arizona Criteria</u>	<u>Requirements</u>	<u>Test Methods</u>
Voids in mineral aggregate percent, range	15.5 - 18.5	815
Effective voids, percent range	4.5 - 7	815
Voids filled, percent, range	62 - 75	815
Index of retained strength percent, minimum	40	802
Wet strength, PSI, minimum	150	802
Stability, pounds, minimum	2000	815
Flow, inches, range	.08 -.16	815

Subsection 321.4 - Tack Coat

If made a part of the project, Tack Coat, SS-1h, shall conform to the provisions of Sections 321 and 713 of the MAG Specifications. Tack coat shall be applied at the rate of 0.05 gallon per square yard. This is a contingent item and the Engineer shall determine if it is to be used, at the time of construction.

Unless bid is Lump Sum, payment shall be made at the contract until price per square yard for Tack Coat. The Contractor shall furnish to the Engineer a copy of all weight tickets for each load of tack coat used.

Subsection 321.8.4 - Asphalt Base and Surface Course is modified to add:

If made a part of the project, the releasing agent, to prevent pick-up by roller wheels, shall be "Roller-Ease", Chevron Asphalt Company, "Uncut S", Union Oil Company or approved equal. The brand or type of releasing agent shall be submitted with the job mix formula for approval. This is considered a "non-pay" item.

Section 334 - Preservative Seal

If made a part of the project, preservative seal shall conform to Section 334 except as modified herein:

1. 330.5 & 330.6 Measurement and Payment:

Unless bid is Lump Sum, measurement and payment will be made at the unit price per ton dilute. The Contractor shall furnish to the Engineer a copy of all weigh tickets for each load of preservative seal used.

This item is a contingent item and may be deleted by the Engineer. For estimating purposes the rate of application is 0.05 gallons per square yard. The actual rate of application shall be determined by the Engineer at the point of application.

Section 336 - Pavement Matching, Surface Replacement & Driveway Match/Extensions

If made a part of the project, Pavement Matching - Section 336 shall be modified to include all labor, material and appurtenances necessary to extend pavement widening or extensions as designated on the plans or as directed by the Engineer.

Unless bid is Lump Sum, measurement and payment shall be covered under the appropriate bid items for asphalt concrete, base materials, subgrade preparation, etc.

Driveway Matching shall include all materials, labor and appurtenances necessary to install 2" D-1/2 on compacted subgrade at the locations indicated on the plans.

The quantities and limits of surfacing identified on the plan sheet are approximate and subject to modification by the Engineer.

All subgrade compaction shall conform to Section 301, "Other Streets". Prior to the placement of asphaltic concrete the Contractor shall excavate/fill the designated areas to grade and compact to 90% relative compaction.

Measurement and payment for driveway extensions shall be made by the square yard complete in place for 2" Type D-1/2 Asphalt Concrete on compacted subgrade.

Section 340 - Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance

If made a part of the project, the work shall consist of furnishing all labor, materials and equipment necessary to construct concrete curb and gutter, recreation path, driveways and driveway paving of the types shown on the plans and as called for in the bidding schedule. All work shall comply with the applicable requirements of Section 340 of the Standard Specifications.

Concrete driveway aprons shall be constructed in accordance with Detail 250 Driveway Entrance, except as modified herein:

1. dimensions to be as shown on the plans
2. thickness is to be 5 inches
3. contraction and expansion joints to be determined by the Engineer

Concrete driveways, shall be constructed in accordance with Detail 250, Driveway Entrance, except the thickness shall be 6" thick.

All concrete shall be Class B and shall conform to Section 725 of the Standard Specifications.

The Concrete Recreation Path shall conform to Standard Detail 230 and as detailed on the Plans. The Concrete Recreational Path shall be a San Diego Buff color as directed by the Town Engineer.

All recreational path ramps on this project shall conform to MAG Detail 231, Type 1. All labor, Materials and incidentals necessary to complete the ramps shall be included in the cost of the recreational path.

All items in this section shall be constructed in accordance with the Standard Details called out on the plans. Unless bid is Lump Sum, measurement and payment will be made in accordance with Section 340 and at the unit prices as set forth in the Proposal.

Section 345 - Adjusting Manhole Frames & Covers, Valve Boxes & Water Meter Boxes

If made a part of the project, the work shall consist of furnishing all labor, materials and equipment necessary to adjust to final grade manhole frames and covers, valve boxes and water meter boxes as shown on the plans and as called for in the bidding schedule. All work shall comply with the applicable requirements of Section 345 of the Standard Specifications.

Surface survey monument straddles will be set by the Contractor.

The frames and covers shall be adjusted according to MAG Standard Detail 422 and these special provisions, except that the concrete collar shall extend up to the finished grade. Prior to pouring the concrete and setting manhole frames, a 10 foot straight edge shall be used to ensure a level final placement. The concrete to be used shall be MAG AA.

NOTE (1) Arizona Public Service Company manholes must be grouted on the inside and the outside for a waterproof seal.

NOTE (2) A company representative must be present at all times when adjusting Arizona Public Service Company manholes and Salt River Project (water) manholes.

The Contractor will coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of their manholes. Utility companies' specifications shall be adhered to during adjustment. the Contractor shall be responsible for obtaining any additional specification requirements from the Utility companies.

Payments for this type of work will be made at the unit prices bid per each regardless of the type of manhole or valve, in the applicable proposal pay item, which price shall be full compensation for all material and labor required to complete the work as described and specified herein.

The individual utility companies have the right to accept or reject the Contractor's bid for their portion of the frame and cover adjustment. If the Contractor's bid for frame and cover adjustment is rejected, the utility company will perform their own adjustment and the bid item quantity will be adjusted accordingly. Any utility inspection costs associated with the utility work will be the responsibility of the Contractor.

Southwest Gas shall adjust their own manholes and valves. the Contractor shall provide an approved schedule to Southwest Gas and notify them two (2) weeks prior to any work required. See SWG - 1 for contact persons.

Salt River Project (water) structures shall be adjusted by the Contractor. The Contractor shall utilize construction details provided by Salt River Project. contact Robert Maurer, 237-2962 two weeks prior to any work required.

Salt River Project (power) shall adjust their own manholes. The Contractor shall provide an approved schedule to Salt River Project (power) and notify them two (2) weeks prior to any work required. Contact Chuck Hughes, 236-2090, when work is required.

Arizona Public Service Company may utilize the Contractor to adjust manholes. the Contractor shall adjust to APS standards. The Contractor shall provide an approved schedule to APS and notify Ron Gandara, 602-371-7546 two (2) weeks prior to any work required.

Century Link shall adjust their own manholes. The Contractor shall provide an approved schedule to Century Link and notify Brett Beaty, 480-239-3257 two (2) weeks prior to any work required.

Cox shall adjust their own manholes. The Contractor shall provide an approved schedule to Cox and notify Travis Curry, 602-694-2047 two (2) weeks prior to any work required.

ADJUST EXISTING UNEXPOSED WATER VALVE FRAMES AND COVERS

If made a part of the project, the Contractor will raise and adjust existing unexposed water valve frames and covers. Unexposed covers will be identified by the eight (8) inch solid painted circle. Paint color will be "Water Department Blue".

In an attempt to locate a valve box, the Contractor will remove the existing asphalt surface a minimum distance of eighteen (18) inches from the valve lid marking and to a depth of the total pavement surface. Final adjustment to the frame and cover will be in accordance with Standard Detail 270.

Replacements for uncovered frames or lids that are found missing, defective or damaged will be supplied by the Water Department at no cost to the Contractor.

If, after an adequate attempt, no valve box is found, the Water Department is to be notified. The Contractor will be paid for the work at the bid price whether or not the valve box is found.

Section 350 - Removal of Existing Improvements

If made a part of the contract, work under this section shall include final clean-up of all construction areas disrupted during trenching, pulling, placement, splicing, cut-over, topping, pole and equipment removal operations; including operations performed by APS, Cox and Century Link forces. Rake, water, re-vegetate, trim, fill wheel ruts, restore wash areas, etc., where applicable.

Subsection 350.1 - Description

If made a part of the project, the description of the work shall be modified to include the following:

Removal of existing improvements shall be limited to one side of n/a at any one time. The Contractor may not proceed with the clearing operations until one-half of the project is substantially complete as approved by the Engineer.

Subsection 350.3 - Miscellaneous Removal and Other Work

If made a part of the project, the work under this Subsection, in addition to the items listed in the MAG Standard Specifications, shall include, but not be limited to, the following:

- (k) Encroachments inside the right-of-way: The Contractor shall notify property owners who have encroaching walls, fences, planters, plants, trees, and other improvements within the right-of-way that interfere with construction, at least fourteen (14) days before clearing is necessary. The Contractor shall transplant all plants, and trees where indicated on the plans or directed by the Engineer. Any encroaching items not timely removed by the Owner, shall be removed and disposed of by the Contractor in accordance with the Contract Documents.

- (l) Restoration of Utility and Temporary Construction Easements: The Contractor shall leave easements in as good a condition or better, after work is completed. Special care must be taken to replace any asphalt, decomposed granite, other surface treatment, sprinklers, lights, trees, shrubbery, walls, fences, etc., disturbed as the result of construction. Where grass is located within easements, such as lawn, the Contractor shall remove the sod in the path of construction, store it, keep it moist, and replace it immediately after construction is completed in that area.

- (m) Any and all items not specifically set forth as a separate pay item.
- (n) Thickened pavement edge.
- (o) Relocating positions of existing signage to be staked by the Engineer.
- (p) Relocation of disturbed landscape materials native or otherwise.

Unless bid is Lump Sum, payment for Removal of Existing Improvements will be made as a Lump Sum Item as per Section 350.4.

Section 401 - Traffic Control

Traffic Control shall conform to the applicable paragraphs of Section 401 of the MAG Standard Specifications, the City of Phoenix Traffic Barricade Manual latest revision, and these Special Conditions.

The Contractor shall notify the inspector seven (7) days in advance of the time work will be started in areas requiring any disruption of traffic control detection devices, the rerouting of traffic, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routings within an area in which work is in progress.

Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions. Flagmen and guards, while on duty and assigned to give warning, and safety devices shall conform to applicable city, county and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Town. Should the inspector point out the inadequacy of warning and protective measures, such action of the inspector shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility. The Contractor will develop routes for haul trucks on public streets, which will be submitted in writing through the inspector to the Town of Paradise Valley for review and approval action. The submittal shall include, but not be limited to, the proposed travel direction, turn movements, hours of use, street sweeping, watering and clean-up. All signs to be used on the job during periods of darkness shall be reflectorized. No work will be allowed before 7:00 a.m. or after 7:00 p.m. unless otherwise approved by the inspector. No utility relocation work that would obstruct the flow of traffic shall be done between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. and 6:00 p.m. unless authorized by the inspector.

Two lanes of traffic on MAJOR STREETS shall be maintained open for traffic at all times unless instructed otherwise by the Town Engineer. Other locations, the side streets, may be closed temporarily with approval of the Town Engineer.

MAJOR STREET(S): N. Scottsdale Rd.

The Contractor throughout the project shall post construction as 25 MPH where traffic through the work area is being allowed.

Detours in place longer than seven (7) calendar days shall have a pavement type surface.

Local access shall be maintained at all driveways throughout the construction period.

Measurement and payment for this Section will be made at the Contract line item Lump Sum price bid. Payment shall be full compensation for furnishing and maintaining all traffic control devices, uniformed off-duty police officers, channelization, detours, flagmen, signs, application of traffic control measures, and traffic regulation.

Section 424 - Parkway Grading

If made a part of the project, Parkway Grading shall conform to the provision of Section 424, Parkway Grading, of the MAG Uniform Standard Specifications and as modified herein:

Prior to placement of any fill material in area to be restored or re-landscaped, said area, between the back of curb and right-of-way or existing private improvements, shall be cleared and grubbed of all debris, unwanted vegetation, exposed roots, rocks, weeds, asphalt, concrete, excavation spoils, etc.

All fine grading shall be as per MAG Section 424.3 - Fine Grading, except as modified on the plans.

Measurement and Payment will be for furnishing all labor, material and appurtenances necessary to grade these areas to finished elevation behind the curbline to existing private improvements or right-of-way. Unless total bid is Lump Sum, payment will be made on a per line item, Lump Sum basis.

Section 430 - Landscaping

This section shall include all labor, materials and appurtenances necessary for landscape requirements on this project.

The Contractor at his expense is responsible for restoration of existing landscape area mounding, grading, and decorative granite replacement, disturbed during construction. Caution and good judgement shall be employed to protect all trees, cactus and shrubs within the landscaped areas during the construction period. Trees that are in conflict can be trimmed but not removed without prior permission from the Town's Project Manager. Unless unavoidable, all shrubs and cactus shall be protected in place by the Contractor during construction. When shrubs and cactus must be removed the Contractor shall accomplish the

remove and disposal at the Contractor's expense. Should the Contractor become negligent in protecting existing plant materials, the Contractor at the Contractor's expense as a result shall replace all plant loss in size and kind.

All rock material for decorative granite used in effected areas for restorative purposes shall be as per Section 430.4 and 795.8.4. Color is to be that which would be required to match existing surface treatment, or as specified by the Town's representative. Samples of the rock to be utilized will be delivered to the Town representative for approval prior to placement.

If specified in the project plans, all materials for the areas designated to receive 6" minus hand placed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
6"	100%
3-6"	20 - 30%
1"	0 - 2%

All material shall be initially placed by machine after all areas have been graded to depth as indicated on the plans. The rock shall be spread by hand so to cover the entire area in such a manner as to minimize voids and segregation of material.

Section 600 - Trench Requirements, APS Appendix "A", Century Link Exhibit "B" Cox Exhibit "C"

Due to the location of the trench to the edge of the traveled roadway, there shall not be any more trench open than the contractor can get conduit installed and backfilled by the end of the work day. The maximum open trench length allowable shall be 300 linear feet.

Section 800 - Signing and Striping

If made a part of the project, the work under this section shall consist of furnishing all labor, materials and appurtenances for all paint markings and sign post installations as indicated on the plan sheets.

These items shall be at the locations shown on the project plans and in accordance with the details and requirements of Sections 608, 704 and 706 of the State of Arizona Department of Transportation (ADOT) Highways Division Standard Specifications for Road and Bridge Construction, Edition of 1982 including the 1985 Supplemental Specification and the latest Edition for the Manual of Uniform Traffic Control Devices with supplements thereto.

The contractor shall be responsible for the proper installation of the sign post at locations designated on the plans.

The paint furnished shall be as per ADOT specifications with the glass beads included.

All striping shall be a contingent item and the Engineer will have the discretion whether or not the successful Contractor will stripe this project.

If made a part of the project, measurement and payment for this work shall be on a linear foot basis. this will include all labor, material and other appurtenances necessary to complete the work complete in place for the individual items as described in the plans and bid proposal.

Section 802 - Construction Fencing

Fencing shall consist of providing all labor, material and appurtenances necessary to install fencing at the locations indicated on the plan sheets or for the purpose of securing Contractor's marshaling yard.

The contractor shall install the fencing materials in accordance with ADOT Detail C12.10, Type 1, and also ADOT Standard Specifications for Road Bridge Construction, 1982 and any and all supplemental specifications, thereto.

Unless project is Lump Sum, measurement and payment will be made at the unit price bid per linear foot, as set forth in the Schedule of Bid Items.

BID FORM A

BID TO THE TOWN OF PARADISE VALLEY

In compliance with the Notice Inviting Bids by the Town Manager, the undersigned bidder:

Bidder's Name: Arizona Trench Company

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions.

Understands that his bid shall be submitted with a bid guarantee of cash, certified check, cashier's check or surety bond for an amount not less than (10%) ten percent of the amount bid.

Agrees that upon receipts of Notice of Award, from the Town of Paradise Valley, he will fully execute the contract documents.

All work shall be completed within ONE HUNDRED (100) calendar days, beginning with the day following the starting date specified in the NOTICE TO PROCEED. The time allowed for completion of the work includes lead time for obtaining and mobilizing the necessary materials and equipment necessary to perform the required work.

The bidder hereby acknowledges receipt of, and agrees, his bid is based on the following BID FORM B: Base Bid. The Town shall select the lowest responsive bidder per their Base Bid amount.

BID FORM B
UNDERGROUNDING DISTRICT 30

For the convenience of APS' accounting requirements, please submit your bid proposal as follows:

Arizona Public Service Co. per Drawings WA322987

APS to provide all electrical conduit material.

Install shade material, conduit, sweeps, J-Boxes,

Pull Boxes, ground rods, equipment pads, mandrel,

Pull rope, etc.

\$ 56,770.00

Trenching, backfill, spoil removal, saw-cutting,
Asphalt and concrete repair, landscaping, shoring,
Steel plates, barricades, traffic control, etc.

All Joint Trench: \$ 183,630.00

APS Trench Only: \$ 254,421.00

Provide Unit Cost per foot based for all trench types on attached sheet.

CenturyLink per Drawings N.210039

Paradise Valley contractor to provide all CenturyLink Conduit

Trenching required for CenturyLink facilities only:

\$ 7,250.00

Install CenturyLink conduit, sweeps, shade material,
Mandrel, pull rope, etc.:

\$ 45,105.00

COX Communications per Drawings 60% WA322987

COX to provide all conduit materials.

Trenching required for COX facilities only:

\$ 63,900.00

Install COX conduit, sweeps, shade material,
Mandrel, pull rope, etc.:

\$ 39,620.00

Other

City of Scottsdale Permits:

\$ 0.00

Driveway Surface Seal Allowance:

\$ 5,000

Oleander Trimming Allowance:

\$ 3,500

Contractor agrees this proposal, for a TOTAL PRICE of \$ 659,196.00, will remain in effect for a period of 120 days or until the award of contract.

To increase productivity, any unforeseen work encountered during construction shall be at a composite rate of \$ 55.00 per manhour including costs of equipment, labor, overhead and profit.

For other work, APS may request a firm quote for specific defined changes and reserves the right to accept or reject the proposal.

BID FORM B
Additional Bid Items

Unit Cost for Trench Detail:

Trench Detail	Cost Per L.F.	Trench Detail	Cost Per L.F.	Trench Detail	Cost Per L.F.
F	65	P	43	S	36
F1	65	P1	47	S1	36
F2	65	P2	48	S2	36
F3	66	P3	63	S3	35
F4	66	P4	63	S4	48
F5	66	P5	66	S5	48
F6	67	P6	66	S6	38
F7	68	P7	66	S7	25
F8	68	P8	66	S8	33
F9	65	P9	45	S9	43
F10	65	P10	45	S10	36
F11	66	P11	46	S11	35
F12	55	P12	43	S12	43
F13	75	P13	49	S13	43
F14	63	P14	40	S14	37
F15	63	P15	43	S15	33
F16	53	P16	43		
F17	53	P17	43		
F18	66	P18	43		
		P19	35		

TOWN OF PARADISE VALLEY

BID FORM C

THIS BID IS SUBMITTED BY Arizona Trench Company ;
a corporation organized under the laws of the State of Arizona ;
a partnership consisting of _____ ;
or individual trading as _____ ;
of the City of Phoenix .

By submitting this bid (I), (WE) hereby agree to enter into the Contract included in the bid documents and (I), (WE) further agree that this bid incorporates by reference to the same extent as if set forth herein in full all of the terms and conditions contained in said bid documents identified as DISTRICT 30 UTILITY CONVERSION, PROJECT NO. 2016-02; including Plans, Standard Specifications and Details, Project Manuals, Special Provisions, Addendum, Bid Bond, Performance Bond, Payment Bond, and Certificate of Insurance, at the Contractor's expense.

Respectfully submitted,

Firm: Arizona Trench Company

Address: 2140 W, Williams Dr.
Phoenix, AZ 85027

Telephone Number: (623) 877-9728

By: 

Date: 01/04/2018

ATTEST:

Charles Sanders/Vice President
Officer and Title

Witness: If bidder is an individual

TOWN OF PARADISE VALLEY
NOTICE OF AWARD

To: XXXXX
XXXXX
XXXXX

Project Description: DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

The Town of Paradise Valley has considered the BID submitted by your firm for the above described WORK, in response to the Advertisement for Bids dated November 28, 2017 and the Information for Bidders.

You are hereby notified that your BID has been accepted by the Town Council on January X, 2018 for items in the amount of \$XXX . You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds AND Insurance, within ten (10) working days from the date of this NOTICE OF AWARD.

If you fail to execute said Agreement and to furnish required bonds and insurance within ten (10) working days form the date of this notice, said Town of Paradise Valley will be entitled to consider all your rights arising out of the Town's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return the acknowledged original NOTICE OF AWARD to the Town of Paradise Valley.

Dated this XX day of January, 2018.

TOWN OF PARADISE VALLEY

By: _____
Jeremy Knapp, Eng. Services Analyst

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public

My Commission Expires

TOWN OF PARADISE VALLEY
NOTICE TO PROCEED

To: XXXXX
XXXXX
XXXXX

Attn: XXX

You are hereby notified to commence work in accordance with the Agreement, dated January XX, 2018; and you are to complete the WORK within ONE HUNDRED (100) consecutive calendar days thereafter. The date of completion of ALL WORK is therefore May X, 2018. Official Contract time extensions thereto shall be considered and authorized in strict conformance with the applicable General Conditions of the Standard Specifications.

TOWN OF PARADISE VALLEY

By: _____
Jeremy Knapp, Eng. Services Analyst

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires

CONTRACT

THIS AGREEMENT, entered into this XX day of January, 2018 between XXXXX, of the City of XXXXXX, County of Maricopa and State of Arizona, hereinafter designated the CONTRACTOR, and the Town of Paradise Valley, a municipal corporation, organized and existing under and by virtue of laws of the State of Arizona, hereinafter designated the OWNER.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: See Special Conditions

ARTICLE II - CONTRACT DOCUMENTS: Project, DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02, including Standard Specifications and Details, Project Manuals, Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council per Council Minutes of January X, 2018, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the bid form. In the event the Contractor fails to complete the work within the time specified for completion, the Town shall be entitled to liquidated damages as provided in Section 108.9 of the MAG Uniform Standard Specifications for Public Works Construction.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Engineer or other properly authorized agent and to Owner's satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Bid Form made a part hereof, and to make such payment within forty (40) days after final inspection and acceptance of work.

IN WITNESS WHEREOF, five (5) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as Awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form B.

ATTEST:

Name of Contractor

Witness: If Contractor is an individual

By: _____, Vice President

(CORPORATE SEAL)

TOWN OF PARADISE VALLEY, ARIZONA

Owner

ATTEST:

By: _____
Kevin Burke, Town Manager

By: _____
Duncan Miller, Town Clerk

ADMINISTRATIVE RESPONSIBILITIES:

APPROVED AS TO FORM:

By: _____
Paul Mood, Town Engineer

By: _____
Andrew M. Miller, Town Attorney

RECOMMENDED FOR APPROVAL:

INSURANCE APPROVED BY:

By: _____
Paul Mood, Town Engineer

By: _____
Andrew M. Miller, Town Attorney

**TOWN OF PARADISE VALLEY
CONTRACTOR'S AFFIDAVIT
REGARDING
DELAY AND STANDBY EQUIPMENT CLAIMS**

Dated: _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen:

This is to certify that it is understood by the Contractor that he/she may not make any financial claims against the Town of Paradise Valley for delays, of any kind, in the execution of this project, or any financial claims involving re-mobilization or standby equipment costs. Any delays incurred, regardless of the reason as to why, shall only be adjusted with the extension of Contract time. Calendar days added (or deleted) to/from the Contract duration to ensure sufficient time in which to complete the conversion project.

Reference to Section 9, and Subsection 109.5.1, of the Contract Documents for the Town of Paradise Valley; DISTRICT 30 UNDERGROUND UTILITY CONVERSION, PROJECT NO. 2016-02 project within.

Signed and dated at _____, this _____ day of _____, 2018.

Contractor

By

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires _____

**CONTRACT BOND
STATUTORY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Paradise Valley, State of Arizona in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Town of Paradise Valley of _____, dated the _____ day of _____, 20 ____, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

By _____

**LABOR AND MATERIAL BOND
STATUTORY PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Paradise Valley, State of Arizona (hereinafter called the Obligee), in the amount _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20__, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

SEAL

AGENT OF RECORD

SEAL

AGENT ADDRESS

PRINCIPAL

By _____

SURETY

By _____

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

Dated: _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the Town of Paradise Valley against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Town may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at _____, this ____ day of _____, 2018.

Contractor

By

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public
My Commission Expires _____

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

FINAL CONTRACT AMOUNT

Dated _____, 2018

To: Town of Paradise Valley
DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen:

The Final Contract Amount of \$ _____, which represents total and complete payment under the terms of the Contract, fully and completely reflects the actual quantities of work performed. Said final quantities were mutually measured and agreed upon by authorized representatives of the undersigned and the Town of Paradise Valley.

Signed and dated this _____ day of _____, 2018.

By: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission Expires

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

FINAL ACCEPTANCE

To: _____

Date: _____, 2018

Attn: _____

Re: DISTRICT 30 UNDERGROUND UTILITY CONVERSION,
PROJECT NO. 2016-02

Gentlemen/Ladies:

Construction on the above project was completed on _____, 2018 and on _____, 2017 a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

Paul Mood, Town Engineer

Jeremy Knapp, Eng. Services Analyst

cc: File (2)
Town Clerk

TOWN OF PARADISE VALLEY
ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST

Date: _____ Request: _____

Name Of Project: _____

Project Number: _____ Contractor: _____

Description Of Proposed Change Order: _____

Reason For Change: _____

Estimated Cost \$ _____
(See Attached Sheet For Detailed Cost)

Change In Contract Time: _____
(Calendar Days)

Submitted By: _____ Title: _____

Recommended By: _____ Title: _____

Approved By: _____ Title: _____



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

February 14, 2018

Jeremy Knapp
Town Engineer
Town of Paradise Valley
6401 E. Lincoln Dr.
Paradise Valley AZ 85253-4399

**RE: Paradise Valley Conversion Project # 30
Scottsdale Rd to Woodmere Fairway and Jackrabbit Rd to Vista Dr
APS Work Order WA322987 Cost Breakdown Sheets**

Dear Jeremy,

Arizona Public Service Company has completed the final engineering for the above-mentioned project to remove the overhead electric lines and place them underground. Thank you for the bid information from Arizona Trench Company, that you provided APS. I have reviewed their bid information and adjusted the trench costs to allocate the percentages attributed to Century Link and COX for the joint trench installations.

The first sheet is a Summary Sheet which outline the Electric Conversion and Excavation Costs and associated Communication Excavation Costs for District 30. The total Electric Conversion and Excavation Cost is **\$1,022,386**. The Town's Communication Excavation costs for Century Link are \$115,319 and for COX \$139,846.

APS will invoice the Town of Paradise Valley **\$159,757** for the conversion after all the electric facilities have been converted to underground.

The next sheet provides the Town of Paradise Valley a comparison to the billing for this project under the 45/55% versus the costs the Town would have incurred based on the ACC (AZ Corp Comm.) guidelines in effect in 1988.

Enclosed are the Trench Allocation sheets for the Trenching project and Arizona Trench Company bid, which breaks down the trenching cost per the Western Underground Agreement. The total bid price from Arizona Trench Company for District 30 is **\$659,196** for all trenching activities. APS has allocated the bid amount toward the three utilities involved with this conversion project. **\$404,031** is the amount of the Town's Excavation bid from Arizona Trench Company for District 30 that is attributed to the conversion of the overhead electric lines. The remainder of costs is attributed to Century Link and COX trenching.

Please review the information, sign and return the summary sheet to me so I can process the work order for APS management approval. If you have any questions about the project or project costs, please contact me at 602-371-7546. APS would like to thank you Jeremy for your cooperation and attention to this matter.

Sincerely,



Ron Gandara
Customer Project Manager, Consultant
Construction Project Management

Encl.

Paradise Valley Conversion Project : District # 30
Scottsdale Rd to Woodmere Fairway
Jackrabbit Rd to Vista Dr

APS W.A. # WA322987

Location: See above

Number of Poles Removed: 40

Number of P.V. Residents involved with project: **56**

Footage of overhead primary and secondary wire removed by this project:

7,600

Conversion Cost Breakdown Sheet

1)	Work Order Conversion Cost		\$568,665
2A)	APS Trench* & Conduit Installation Cost	(Trench by Paradise Valley)	\$404,031
2B)	APS Trench* & Conduit Installation Cost	(Trench by APS)	\$0
3)	APS Provided Conduit Material Cost		\$49,690
4)	Subtotal Electric Conversion Cost		\$1,022,386
5)	CenturyLink Trench & Conduit Material & Installation Cost	(Trench by P. V.)	\$115,319
5A)	CenturyLink Trench & Conduit Material & Installation Cost	(Trench by APS)	\$0
6)	COX Trench & Conduit Installation Cost	(Trench by P. V.)	\$139,846
6A)	COX Trench & Conduit Installation Cost	(Trench by APS)	\$0
7)	Total Conversion Cost (Electrical and Communications)		\$1,277,551
8)	APS System Improvement Trench	(Trench provided by Paradise Valley)	\$0
9)	Residual Value of Removed APS Facilites		\$13,701

APS Cost

Paradise Valley Cost

45% of Line # 1	255,899	55% of Line # 1 =	\$312,766
45% of Lines # 2A +2B	181,814	55% of Lines # 2A and 2B =	\$222,217
45% of Line # 3 =	22,360	55% of Line # 3 =	\$27,329
100% of Line # 8 =	0	100% of Lines # 5 and 5A =	\$115,319
		100% of Lines # 6 and 6A =	\$139,846
		100% of Line # 9 =	\$13,701
Conversion Subtotals	460,074		\$831,178

Customer Service Conversion Contribution ***

This project converted 17 overhead service wires to underground services. The total amount collected by APS for these service conversions is:

\$22,228

Paradise Valley Credit =	55% of	\$22,228 =	\$12,225
APS Credit =	45% of	\$22,228 =	\$10,003

SUMMARY OF COSTS

APS Portion of Project

Paradise Valley Portion of Project

Subtotal	\$460,074		\$831,178
Less Syst Imp Trch Credit	\$0		\$0
Less Service Conv. Credit	\$10,003		\$12,225
Less Conv. Trench Credit	\$0.00		\$404,031
Less Comm. Trench Credit			\$255,165

APS Total Cost **\$450,071**

P.V. Total Cost **\$159,757**
 (Amount Due APS)

Town of Paradise Valley Approval _____

Date: _____

Notes: * These trenching costs does not include any Qwest or COX trenching costs.
 PV provided trenching for Century Link for project..

*** Service conversion cost may include panel conversion and trenching.

TOWN OF PARADISE VALLEY

CONVERSION PROJECT

30 COSTBRKWA322987Final.xlsx

2:35 PM Date: 2/14/2018

WA#: W322987 Conversion District 30

ANALYSIS: PRELIMINARY

X FINAL

LOCATION: Scottsdale Rd to Woodmere Fairway and
Jackrabbit Rd to Vista Dr

EST. COMPL. DATE

02/14/18

This work sheet is an analysis of this conversion project showing a comparison of the 45 / 55% method and the Senate Bill 70 method for overhead to underground electric line conversions.

PROJECT COST SUMMARY

	Removal Cost	\$ 311,828.00
	Salvage Value	(769.00)
	U.G. Cost	<u>518,902.00</u>
	APS Construction Cost	\$ 829,961.00
	Trench & Conduit Inst.	395,531.00
	Conduit Materials	49,690.00
	APS Coordination Costs	<u>66,699.00</u>
(1)	Subtotal	\$ 1,341,881.00
(2)	Residual Value	13,701.00
(3)	TOTAL PROJECT COST	\$ 1,355,582.00

SENATE BILL 70 METHOD

PV EXPENSES

	Trench & Cond. Inst.	\$ 395,531.00
	APS Fee * / Conversion Cost	<u>373,963.00</u>
(4)	TOTAL	\$ 769,494.00

APS EXPENSES

	New OH ** (New OH replacement Cost \$469,699)	\$ 469,699.00
	Conduit	49,690.00
(5)	Coordination Cost (13% Of Overhead & Conduit Costs)	67,520.57
(6)	TOTAL	\$ 586,909.57

PROJECT COST DISTRIBUTION

(7)	APS % =	(6) / (3)	43%
	PV % =	(4) / (3)	57%

55 / 45 % COST ALLOCATION METHOD

(8)	P.V. = 55% x Subtotal (1) + 100% of Residual Value (2)	\$ 751,735.55
(9)	APS = 45% x Subtotal (1)	\$ 603,846.45

COST ALLOCATION DIFFERENCE BETWEEN SENATE BILL 70 METHOD AND 45/55% COST METHOD:

PV TOTAL (4) - TOTAL (8)	\$ 17,758.45
APS TOTAL (6) - TOTAL (9)	\$ -16,936.88

Trench Provided by PV

* APS Fees equal Residual Value + Removal Cost - Salvage + (New U.G. Cost - New O.H. Cost)

APS Fees equal (13,701.00) + (311,828.00) - (769.00) + (518,902.00 - 469,699.00) = \$373,963.00

** Per Green Sheets New O.H. Cost Cannot Exceed New U.G. Cost.

Conversion District 30 Trench

APS W.A. # W322987

Joint Trench allocations are based on a the following: Total Trench Footage **10,631**

- 1,389** feet of APS only trenches: APS 12" x 48" APS 6"x40"
- 76** feet of JT trenches w/ CenturyLink & COX: APS 12"x29" TELCO 12"x42" CATV 12"X42"
- 488** feet of JT trenches w/ CenturyLink & COX: APS 6"x29" TELCO 6"x42" CATV 6"X42"
- 54** feet of JT trenches w/ CenturyLink & COX: APS 18"x29" TELCO 6"x42" CATV 6"X42"
- 338** feet of JT trenches w/ CenturyLink & COX: APS 12"x29" TELCO 6"x42" CATV 6"X42"
- 1,925** feet of JT trenches w/ CenturyLink & COX: APS 6"x27" TELCO 6"x42" CATV 6"X42"
- 17** feet of JT trenches w/ CenturyLink & COX: APS 24"x59" TELCO 6"x42" CATV 6"X42"
- 1,535** feet of JT trenches w/ CenturyLink & COX: APS 6"x29" TELCO 6"x42" CATV 6"X42"
- 371** feet of JT trenches w/ CenturyLink & COX: APS 18"x48" TELCO 6"x42" CATV 6"X42"
- 169** feet of JT trenches w/ CenturyLink & COX: APS 6"x42" TELCO 12"x42" CATV 6"X42"
- 874** feet of JT trenches w/ CenturyLink & COX: APS 6"x42" TELCO 6"x42" CATV 6"X42"
- 70** feet of JT trenches w/ CenturyLink: APS 12"x27" TELCO 12"x42"
- 452** feet of JT trenches w/ CenturyLink: APS 18"x42" TELCO 6"x42"
- 831** feet of JT trenches w/ CenturyLink: APS 12"x42" TELCO 6"x42"
- 1,637** feet of JT trenches w/ CenturyLink: APS 6"x42" TELCO 6"x42"
- 405** feet of JT trenches w/ COX: APS 12"x42" CATV 6"X42"

Total JT Footage: **9,242**

This represents APS & CenturyLink **100%** of all Joint Trenches.

APS = 46% **CenturyLink = 34%** **COX = 20%**

Bid Prices Items:

Original Bid

Joint Trench	\$183,630
APS Trench	\$254,421
APS Conduit Installation	\$56,770
CenturyLink Trench	\$7,250
CenturyLink Conduit Installation	\$45,105
COX Trench	\$63,900
COX Conduit Installation	\$39,620
Other - Driveway Surface	\$5,000
Other - Oleander Trimming	\$3,500
Bid Total	\$659,196

	APS Conversion Trenching Costs	CenturyLink Conversion Trenching Costs	COX Conversion Trenching Costs
Joint Trench	84,340	62,964	36,326
APS only trench cost	254,421		
CenturyLink trench cost		\$7,250	
COX trench cost			\$63,900
Install APS conduit	56,770		
Install CenturyLink conduit		45,105	
Install COX conduit			\$39,620
Provide CenturyLink Conduit			
Provide COX Conduit		-	
Other Driveway Surface	5,000		
Other Oleander Trimming	3,500		
Trenching Allocation	404,031	115,319	139,846

\$404,031

APS Conversion trenching is split 45% / 55% with the Town of Paradise Valley

APS portion of the APS conversion trench is = \$404,031 X 45% = 181,814

P. V. Portion of the APS conversion trench is = X 55% = 222,217

Subtotal 404,031

P.V. Portion of the Century Link conversion trench is = 100% 115,319

P.V. Portion of the COX conversion trench is = 100% 139,846

Total Trenching Allocation 659,196



Engineering
135 W. Orion St, Rm 100
Tempe, AZ. 85283

February 14, 2018

Re: Paradise Valley's APS District 30 Project
CenturyLink job number: N.210039

Attn: Jeremy Knapp

This is regarding your request for CenturyLink to complete an aerial to underground conversion as part of Paradise Valley's APS District 30 project. The Town of Paradise Valley will be responsible for placing all of the conduits on this project and CenturyLink will be responsible for placing the cables in said conduits and for removing the aerial cables and their associated poles.

This quote includes all construction work, engineering hours, permit fees (if any required) and work area protection (if any required).

In order to accommodate this request, the following charges will be incurred:

Engineering	\$ 24,376.05	
Construction	\$ 69,235.83	
Materials	\$ 19,674.75	
Total	\$ 113,286.63	for labor and materials

Engineering and construction for the required work will not commence until CenturyLink has received the signed contract and payment.

Should you wish to accept this charge, the terms and conditions set forth herein and continue with the process, please contact Brett Beaty at 480-768-4574 or email your acceptance or questions to brett.beaty@CenturyLink.com and we will arrange for a contract and payment instructions to be sent to you from our billing group in Littleton, Colorado. This quote is valid for thirty (30) days from the date of this letter.

Thank you,
Brett Beaty
Senior OSP Engineer
Phoenix Main, Phoenix Northeast, Tempe Main
and Road Projects- Southeast Valley
CenturyLink Engineering

RESOLUTION NUMBER 2018-08

**A RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWN OF PARADISE VALLEY, ARIZONA
AMENDING THE FISCAL YEAR 2017-18 ADOPTED
BUDGET.**

WHEREAS, the Fiscal Year 2017-18 budget was adopted by Resolution 2017-12 on June 8, 2017;

WHEREAS, budget adjustments are consistent with Generally Accepted Accounting Principles (GAAP) and recommended budgeted practices;

WHEREAS, the Town of Paradise Valley’s Adopted Financial Policies requires the approval of the Town Council for the use contingency accounts in excess of \$25,000;

WHEREAS, the Town of Paradise Valley’s Adopted Financial Policies requires the approval of the Town Council for shifts in appropriations within fund and department totals exceeding \$50,000;

WHEREAS, the Town of Paradise Valley’s Adopted Financial Policies require Town Council approval of all amendments to the capital improvement fund;

WHEREAS, adjustments do not increase the total budget or enable the Town Council to increase spending in excess of the Adopted Budget;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows.

Section 1. Record adjustments related to CIP projects in FY17-18.

Fund - CIP	Revenues	Expenses
2016-14.1 Lincoln Drive – Ritz Related		\$ (817,745.63)
2016-02 APS District 30		\$ 817,745.63

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Paradise Valley this 22nd day of February, 2018.

ATTEST:

TOWN OF PARADISE VALLEY
a municipal corporation

Duncan Miller, Town Clerk

Michael Collins, Mayor

APPROVED AS TO FORM:

Andrew M. Miller
Town Attorney



TOWN OF PARADISE VALLEY

APS DISTRICT 30

February 22nd, 2018

RECOMMENDED ACTION

Authorize the Town Manager to enter into a contract with Arizona Trench Company for trenching, installation of underground conduits, pull boxes and equipment pads for District 30 Overhead to Underground Conversion Project in an amount of \$659,196 and authorize payment of \$159,757 to Arizona Public Service and \$113,286.63 to CenturyLink upon completion of District 30.

Authorize a budget transfer from FY2017-18 CIP Project 2016-14.1 Lincoln Drive – Ritz Related Roadway Improvements to CIP Project 2016-02 APS District 60 to fund the town’s portion of the project.



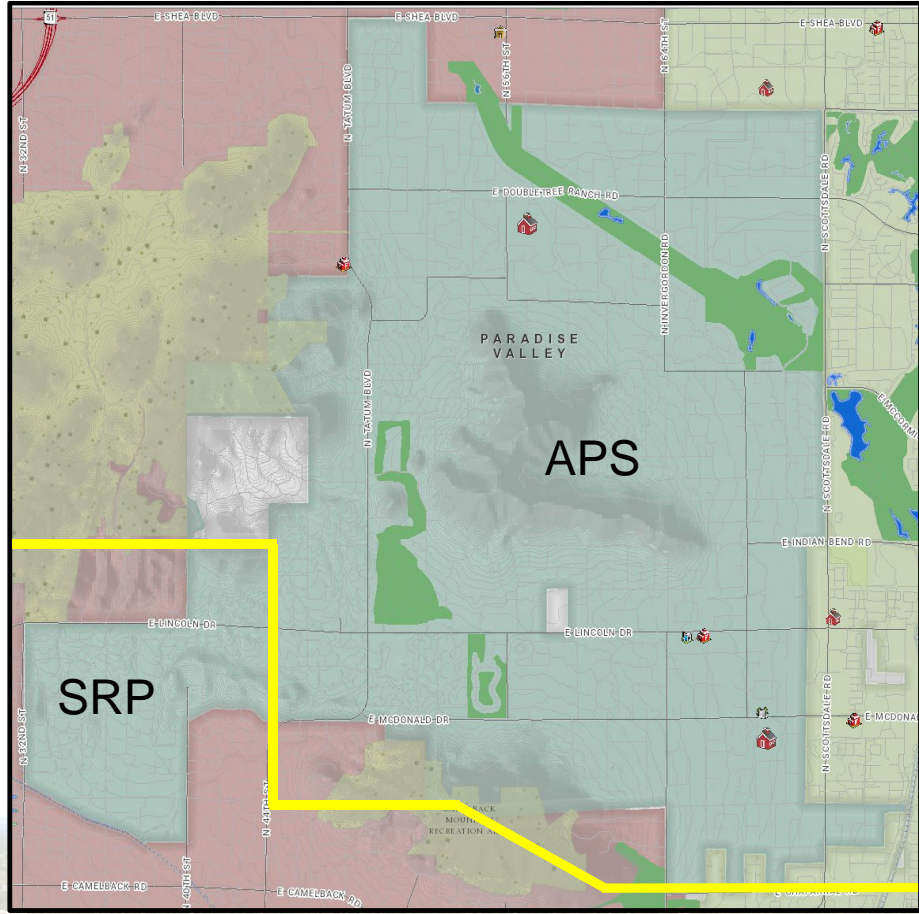
AGENDA

- APS Undergrounding Agreement
- District 30 History
- Scope of Work
- Project Budget
- Project Schedule



February 22nd, 2018

APS UNDERGROUNDING AGREEMENT



February 22nd, 2018

WHAT HAVE WE ACCOMPLISHED?

- Removal of 1,958 poles in 36 Districts
- Removal of over 74 miles of overhead lines
- Installation of over 112 miles of new underground infrastructure
- Significant financial investment of \$42 Million
 - Town \$26.1 Million
 - Town Residents \$500k +
 - APS \$15.4 Million



February 22nd, 2018

APS UNDERGROUNDING AGREEMENT

- Originally executed in 1988 with four extensions, expires in 2018
- Intent to underground all APS overhead lines within the town, Resolution 577 and 813
- Town pays 100% of telco undergrounding (Cox, CenturyLink, etc.)
- Undergrounding of power lines cost breakdown:

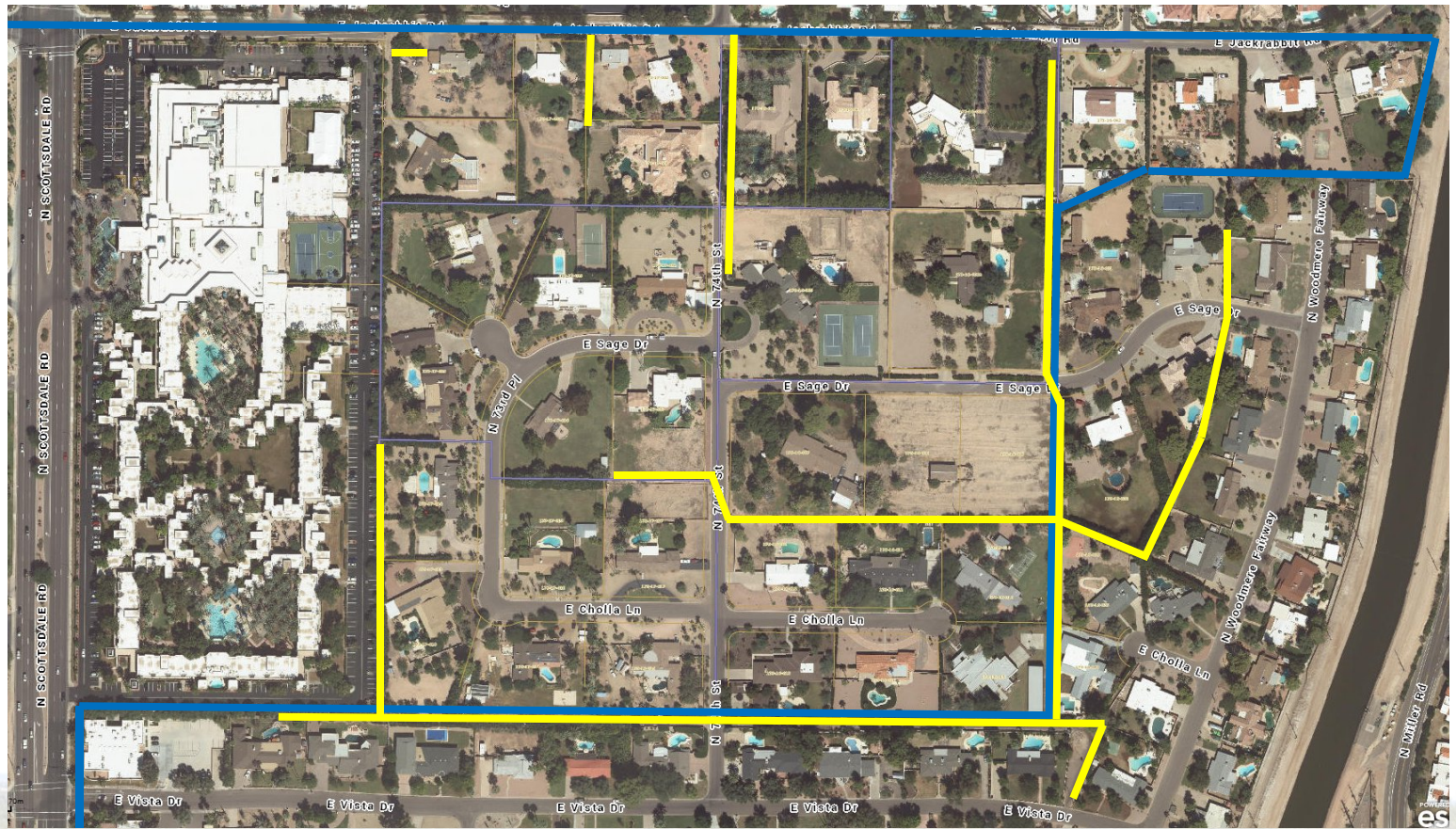
	APS
Town	55%
Town Residents	\$1,500 Per Lot*
Service Provider	45%

* \$4,500 for hillside lots



February 22nd, 2018

DISTRICT 30 HISTORY



February 22nd, 2018

DISTRICT 30 HISTORY

- 30 lots within the district
- First attempted in 2009, only 2 contributions
 - Main issue, backbone line outside of the Town
- Town Staff reached out to the City of Scottsdale
 - Unwilling to participate financially
- APS agreed to extend cost sharing for backbone line
 - February of 2017 - Town Council directed staff to convert the Scottsdale portion too, if Scottsdale residents contribute



February 22nd, 2018

PROJECT BUDGET

- Included in FY2016-17 CIP Budget

Funding Source	Cost
Town of Paradise Valley	\$ 634,793
APS	\$ 292,913
Total	\$ 927,000

- Actual project cost, once bids were received, is \$1,677,198



PROJECT COSTS

- Costs broken down as follows

Row	Item	Calculation	Budget	Actuals
A	Town Trenching Contractor			\$ 659,196.00
B	Town Payment to APS			\$ 159,757.00
C	Town Payment to CenturyLink			\$ 113,286.63
D	Subtotal (Town's Spending Authority)	A + B + C	\$ 634,793.00	\$ 932,239.63
E	Town/Scottsdale Resident Contributions			\$ 114,494.00
F	Town Portion Remaining	D - E		\$ 817,745.63
G	APS Portion		\$ 292,913.00	\$ 744,959.00
H	Project Total	D + H	\$ 927,706.00	\$ 1,677,198.00



February 22nd, 2018

PROJECT COSTS

- Estimate was off due to the following:
 - Original estimate was based of a previous project cost per lot, not per linear foot
 - Trenching pricing has increased
- APS is willing to help:
 - Originally extended our agreement to adjacent Scottsdale Residents
 - Contribute more than 45% of the total project cost
 - Contribute an additional \$150,000 above the 45%



PROJECT COSTS

- Budget Adjustment

- Have the money, need the budget authority
- Original budget FY16-17 = \$634,793, not spent
- Require an additional \$297,447
- Total is \$932,240
- Use FY18 Budget Authority in Lincoln Dr. – Ritz Related = \$2,941,800
- Won't be fully spent in FY18
- Re-established in FY19 by eliminating \$320,000 for phone project



SCHEDULE

Task	2018						
	Feb	Mar	Apr	May	Jun	July	
Council Action	★						
Contract Start		★					
Trenching		→					
Electrical Conversion				→			



RECOMMENDED ACTION

- 1. Authorize the Town Manager to enter into a contract with Arizona Trench Company in an amount of \$659,196**
- 2. Authorize payment of \$159,757 to Arizona Public Service**
- 3. Authorize payment of \$113,286.63 to CenturyLink**
- 4. Authorize a budget transfer from FY2017-18 CIP Project 2016-14.1 Lincoln Drive – Ritz Related Roadway Improvements to CIP Project 2016-02 APS District 60 to fund the town's portion of the project.**



THANK YOU!

Questions?



Handwritten initials

88 415174

When recorded, return to:

Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

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RESOLUTN (SO)

RESOLUTION NUMBER 577

A RESOLUTION OF THE TOWN OF PARADISE VALLEY, ARIZONA, ESTABLISHING A GENERAL POLICY THAT THE TOWN MAY PAY UP TO 100% OF CERTAIN ELECTRIC AND TELEPHONE UNDERGROUNDING IMPROVEMENT PROJECTS AND UP TO 25% OF THE COSTS OF CERTAIN OTHER TYPES OF IMPROVEMENTS FOR RESIDENTIAL AREAS.

WHEREAS, the Paradise Valley Town Council wishes to continue to encourage and facilitate the maintenance and improvement of the Town's existing streets, the extension of the Town owned sewer line to serve existing residences which are not already served by a sewer line, the placing of existing overhead utility lines and wires underground in residentially developed areas, and flood control projects; and

WHEREAS, the Paradise Valley Town Council finds that these objectives will benefit the public health, safety, welfare and aesthetics of the Town of Paradise Valley; and

WHEREAS, A.R.S. 48-583 authorizes the Town to pay all or part of the costs of improvement districts; and

WHEREAS, the Paradise Valley Town Council wishes to establish a broad, flexible general policy of paying a portion of the costs of certain improvements; and

WHEREAS, the franchise with Arizona Public Service Company approved by the electorate of the Town of Paradise Valley on January 19, 1988 included an agreement for the Town and Arizona Public Service to share costs of undergrounding of overhead lines;

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
AUG 22 '88 -4 30 J
KEITH POLETIS, County Recorder
FEE *70* PGS *4* IG

1
2 NOW THEREFORE, BE IT RESOLVED THAT:
3

4 1. The Town of Paradise Valley establishes a general and flexible policy
5 whereby the Town may pay a percentage of the total cost of the improvement,
6 provided that the improvement will serve an existing residential area. The
7 types of improvements and ratio of contributions which are within the
8 scope and intent of this resolution are:

- 9 (a) street improvements at twenty five percent. (25%)
10 (b) extending the existing Town of Paradise Valley sewer line, which
11 is the sewer line specified in Section 2 of Town of Paradise
12 Valley Ordinance #112 (adopted January 8, 1976) or an extension
13 thereof, to serve additional residences at twenty five
14 percent. (25%)
15 (c) fire hydrants at fifty percent. (50%)
16 (d) flood control projects at twenty five percent. (25%)
17 (e) In the Salt River Project Electric Service Area, the Town
18 may pay two thirds (66.7%) of the cost of undergrounding
19 utility lines not paid by Salt River Project.
20 (f) In the Arizona Public Service Electric Service area, the Town may
21 pay all of the cost of undergrounding utility
22 lines located in the public right-of-way. In public
23 utility easements along side or rear lot lines, or along
24 private roads, the Town may pay two thirds (66.7%) of the cost.

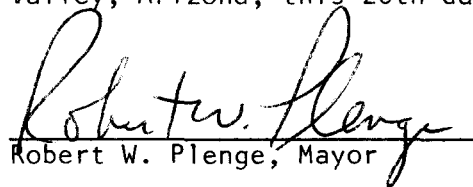
25 2. This policy shall not apply to new subdivisions or lot splits (as such
26 terms are defined in A.R.S. Title 9, Chapter 4, Article 6.2).
27
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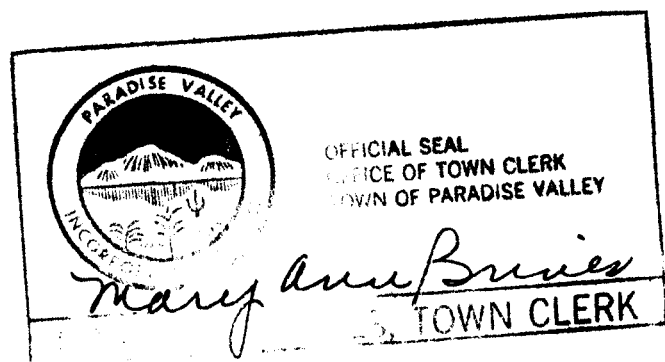
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3 3. This policy establishes a flexible guideline only, and the Paradise
4 Valley Town Council may pay more or less or none of the costs of a proposed
5 improvement which is within the scope of this policy, depending on the
6 amount of money available for such cost-shared improvements and specifical-
7 ly designated for this purpose in the current operating budget of the Town
8 of Paradise Valley at the time the proposed improvement is considered by
9 the Paradise Valley Town Council; the probable impact of the proposed im-
10 provement on the public health, safety, welfare, and aesthetics of the Town
11 of Paradise Valley; and the extent of the proposed improvement.

12 4. This policy is subject to amendment or change from time-to-time by
13 Resolution of the Paradise Valley Town Council, and shall not be construed
14 as an irrevocable commitment of Town funds.

15 5. This expression of policy supersedes the policy expressed in Resolu-
16 tion Number 262. It also supersedes any other expression of policy relating
17 to contribution, whether formally or informally communicated.

18 PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise
19 Valley, Arizona, this 28th day of July, 1988.

20 
21 Robert W. Plenge, Mayor



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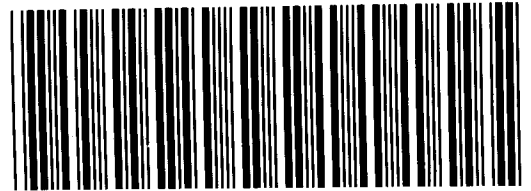
ATTEST:

Mary Ann Brines
Mary Ann Brines, Town Clerk

APPROVED AS TO FORM:

Charles A. Ollinger
Charles A. Ollinger, Town Attorney

RES577,ORS



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0500666 06/27/94 05:00

LAWRENCE 3 OF 4

When recorded, return to:

Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

RESOLUTION NUMBER 813

A RESOLUTION OF THE TOWN OF PARADISE VALLEY, ARIZONA
DECLARING A NEW POLICY RELATING TO THE PROGRAM TO
PLACE ALL UTILITY LINES UNDERGROUND.

BE IT RESOLVED:

SECTION 1: That the policies expressed in this Resolution Number 813
supersede those policies in Resolution Number 577 relating to participation in projects to
underground utilities.

SECTION 2.: That in the area served by the Arizona Public Service Company,
regardless of the location of the overhead facility from which Paradise Valley homes
receive their power, the Town shall pay 55% of the costs of each undergrounding project.
In addition, the Town shall pay APS the unamortized cost of the overhead lines to be
abandoned and taken down.

SECTION 3.: That in the area served by the Salt River project, regardless of the
location of the overhead facility, the policy established in Resolution Number 577 still
applies and the Town may pay up to two thirds (66.7%) of the costs of undergrounding.

SECTION 4.: That the Town shall pay for trenching and laying conduit supplied
by U.S. West Communications Company whenever an undergrounding project includes

placing telephone lines underground, and for any unamortized cost of the overhead lines to be abandoned and taken down. U.S. West Communications Company shall pay for everything but the trenching and placing of conduit.

SECTION 5.: That the Town shall not contribute to the costs of undergrounding lines belonging to or utilized by Dimension Cable, or any other cable company.

SECTION 6.: That it is the policy of the Town that homeowners shall pay the cost of undergrounding their service entry lines. If any owner elects not to pay for undergrounding the service entry line, the utilities will make provision to continue to provide service to the home in an overhead manner.

SECTION 7. That the following criteria be utilized to establish the priorities of sequencing various neighborhoods for undergrounding projects in areas served by APS:

7.1 Cost efficiency: i.e. the most houses facilitated, the most miles of overhead lines to be undergrounded, the most poles to be eliminated per dollar of Town expenditure.

7.2 Street repaving factor: i.e., where street repaving is scheduled, utility line undergrounding should precede such repaving to eliminate subsequent cutting of new pavement.

7.3. Utility need with some advantage to the Town.

7.4 Projects where 75% or more of the Homeowners agree to undergrounding their service entry lines.

7.5 Project areas where 50% or more of the "non-hillside" homeowners agree to make at least a minimum contribution of \$1500 per homesite and

where 75% or more of "hillside" homeowners agree to at least a minimum contribution of \$4500 per hillside homesite.

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7.5.1. Those project areas with the highest percentage of homesites so represented, including contribution levels above 50% for non-hillside and above 75% for hillside, will receive the higher priority per this criteria.

7.6 Greatest visual impact: i.e., greatest impact on the views of Town residents when enjoying their homesites and neighborhoods and when driving around areas within the Town.

7.7. Geographical diversity across the Town.

7.8 Previously proposed projects which may or may not have met all the then required criteria for funding.

SECTION 8: That Staff is directed to work with the utility companies to locate and mark on a map of the Town all areas where utilities are yet to be undergrounded. This map will be used as the basis for designating minimum economical project areas for future planning and for determining the number of homesites to be considered in forming Voluntary Improvement Districts per SECTION 9. below.

SECTION 9 That a program for establishing Voluntary Improvement Districts (VIDs) be prepared in conjunction with the utilities. VIDs will be based on the minimum economical project areas established and procedures for forming VIDs will be made available to the residents..

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PASSED AND ADOPTED by the Council of the Town of Paradise Valley, this
9th day of June 1994.

Joan Horne
Joan Horne, Mayor

ATTEST:

Christine M. Lowery
Christine M. Lowery Deputy Town Clerk

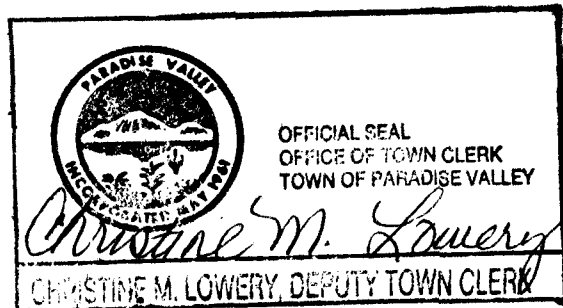
APPROVED AS TO FORM

Charles G. Ollinger
Charles G. Ollinger, Town Attorney

I, Christine M. Lowery, Deputy Town Clerk certify that the foregoing is a correct copy
of Resolution Number 813 duly adopted by vote of the Town Council of Paradise Valley at a
meeting duly called and held on the 9th day of June, 1993. This Resolution appears in the
minutes of the meeting, and it has not been rescinded or modified and is in full force and effect.

I further certify that the municipal corporation is duly existing, and has the power to
make the action called for by the foregoing Resolution.

Christine M. Lowery
Christine M. Lowery, Deputy Town Clerk



Town of Paradise Valley, Arizona
Capital Improvement Plan
 2018 thru 2023

PROJECTS BY DEPARTMENT

Department	#	2018	2019	2020	2021	2022	2023	Total
Facility Improvement 30-40-942								
Town Hall Remodel	2017-01	210,000	775,000	775,000				1,760,000
Police and PW Dept Backup Power	2017-02	300,000						300,000
Public Works Remodel	2018-01	50,000	400,000					450,000
Police Department Remodel	2018-02	110,000	300,000	590,000				1,000,000
Town Hall Chiller Replacement	2020-01			100,000				100,000
Town Hall Backup Power	2021-04				200,000			200,000
Facility Improvement 30-40-942 Total		670,000	1,475,000	1,465,000	200,000			3,810,000
Master Plans/Studies 30-40-330								
Watershed Studies	2016-06		450,000					450,000
Iconic Visually Significant Corridors, etc.	2016-08	43,000						43,000
Master Plans/Studies 30-40-330 Total		43,000	450,000					493,000
Sidewalks 30-40-979								
Lincoln Drive Sidewalks	2017-05	440,000	75,000	120,000				635,000
56th St. Sidewalks (Mockingbird to Doubletree)	2018-06	100,000						100,000
N. Tatum Rd. Sidewalks (Doubletree-Mountain View)	2020-06			150,000				150,000
32nd St. Sidewalks (Stanford to Lincoln)	2021-02				300,000	2,850,000		3,150,000
Sidewalks 30-40-979 Total		540,000	75,000	270,000	300,000	2,850,000		4,035,000

Department	#	2018	2019	2020	2021	2022	2023	Total
SRP Undergrounding 30-40-938								
SRP 44th Street & Keim Conversion	2016-01	1,224,385						1,224,385
SRP Denton Lane Conversion	2020-02			50,000	527,100			577,100
SRP 40th Street & Lincoln Drive Conversion	2022-01					300,000		300,000
SRP 38th Place & Bethany Home Conversion	2023-01						2,408,949	2,408,949
SRP Undergrounding 30-40-938 Total		1,224,385		50,000	527,100	300,000	2,408,949	4,510,434
Stormwater 30-40-967								
52nd Street Stormwater Improvements	2018-10	100,000						100,000
FCD LIBW Cheney Improvements Alt 1	2019-02		1,500,000	6,000,000				7,500,000
FCD LIBW Invergordon Improvements Alt 1	2021-01				1,300,000	5,200,000		6,500,000
LIBW PV Wash Improvements Alt 3	2023-02						2,400,000	2,400,000
Stormwater 30-40-967 Total		100,000	1,500,000	6,000,000	1,300,000	5,200,000	2,400,000	16,500,000
Streets 30-40-968								
Lincoln Dr. (Limits to Mockingbird) - Ritz Related	2016-14.1	2,941,750						2,941,750
Indian Bend (Limits to Mockingbird) - Ritz Related	2016-14.2	1,700,000						1,700,000
Mockingbird Lane Medians - Ritz Related	2016-14.3	5,320,000						5,320,000
Mockingbird Lane Improvements (S. of Lincoln Rd.)	2018-03	200,000						200,000
Doubletree (64th St. to Scottsdale)	2018-04	300,000	3,000,000					3,300,000
McDonald Drive Wash Culvert Extension	2018-05	205,000						205,000
Pedestrian / Bicycle Improvements	2018-11	100,000	100,000	100,000	100,000	100,000		500,000
Lincoln@64th St. (Invergordon) Intersect. Realign	2019-01		150,000					150,000
Highlands Drive Cul De Sac	2019-03		250,000					250,000
Tatum Boulevard Retaining Walls	2020-03			400,000				400,000
64th St. Medians (McDonald to Chaparral Rd.)	2020-04			270,000	2,430,000			2,700,000
Denton Lane Cul De Sac	2020-05			150,000				150,000
45th Street Curbs (McDonald to Valley Vista)	2020-07			100,000				100,000
Mountain View Road Improvements (Tatum - 52nd St.)	2020-08			100,000	1,000,000			1,100,000
Mockingbird Lane (56th St. to Invergordon Rd.)	2021-03				300,000	3,000,000		3,300,000

Department	#	2018	2019	2020	2021	2022	2023	Total
Streets 30-40-968 Total		10,766,750	3,500,000	1,120,000	3,830,000	3,100,000		22,316,750
Technology 30-40-990								
Public Safety Communications Tower	2013-02	850,000						850,000
Network Switch Upgrade	2016-10	12,000						12,000
Implement Town-Wide Geographic Info. System (GIS)	2017-04	125,000						125,000
Town Hall Complex Fiber Connections	2018-07	150,000						150,000
CAD Enterprise Upgrade	2018-08	221,000						221,000
Telecommunications System Update	2019-04		320,000					320,000
Technology 30-40-990 Total		1,358,000	320,000					1,678,000
Traffic Signals 30-40-963								
Traffic Signal (Video Detection) Upgrades	2018-09	250,000						250,000
Traffic Signals 30-40-963 Total		250,000						250,000
Wastewater 30-40-943								
Sewer System Assesment	2017-06	234,200	234,200	234,200	234,200			936,800
Wastewater 30-40-943 Total		234,200	234,200	234,200	234,200			936,800
CIP Contingeny 30-40-999								
CIP Project Contingencies 5%	2018-99	760,065						760,065
CIP Contingeny 30-40-999 Total		760,065						760,065
GRAND TOTAL		15,946,400	7,554,200	9,139,200	6,391,300	11,450,000	4,808,949	55,290,049



Action Report

File #: 18-086

TO: Mayor Collins and Town Council Members

FROM: Kevin Burke, Town Manager
Dawn Marie Buckland, Deputy Town Manager

DEPARTMENT: Town Manager

AGENDA TITLE:
Legislative Update

Town Value(s):

- Primarily one-acre, residential community
- Limited government
- Creating a sense of community
- Partnerships with existing schools and resorts to enhance recreational opportunities
- Improving aesthetics/creating a brand
- Preserving natural open space

Reviewing bills and resolutions from the Arizona Legislature in a timely manner is necessary to protect and preserve limited government in Paradise Valley.

Council Goals or Statutory Requirements:

Intergovernmental Relations - Maximize our ability to successfully advocate for the values of Paradise Valley. Establish a standing Council agenda item to update legislation.

RECOMMENDATION:

Review and provide direction to staff on current legislative issues.

SUMMARY STATEMENT:

This action report is a place holder as items under this topic will evolve between the time the packet is assembled and the actual Council meeting. Possible topics for discussion include signs in the right-of-way and private school zoning. Staff will also provide updates on photo enforcement and home occupation legislation.

BUDGETARY IMPACT:

Undetermined

File #: 18-086

ATTACHMENT(S):