



# Town of Paradise Valley

6401 E Lincoln Dr  
Paradise Valley, AZ 85253

## Meeting Notice and Agenda Town Council

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Thursday, November 7, 2019

3:00 PM

Council Chambers

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### 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.*

#### [19-402](#)

#### **2020 Legislative Agenda**

**Staff Contact:**

Dawn Marie Buckland, (480) 348-3555

#### [19-400](#)

#### **Town Hall Remodel: Shade Structure**

**Staff Contact:**

Jason Harris, 480-348-3622

#### [19-377](#)

#### **Use of State Funds for Transit Services**

**Staff Contact:**

Dawn Marie Buckland, (480) 348-3555

### 3. EXECUTIVE SESSION

#### **19-387**

**Discussion or consultation with Town representatives to consider the Town's position regarding the purchase, sale, or lease of real property in the vicinity of 5600 Block of N. Homestead Lane as authorized by A.R.S. §38 431.03(A)(7).**

#### **19-395**

**Discussion or consultation with the Town Attorney to consider the Town's position regarding contract negotiations with Experience Scottsdale as authorized by A.R.S. §38 431.03(A)(4).**

- 19-390** Discussion and consultation with the Town Attorney regarding contract negotiations, pending or contemplated litigation, or settlement agreements related to Five Star Development project as authorized by A.R.S. §38-431.03(A)(4) and/or discussion and consultation with the Town Attorney for legal advice regarding the development agreement and associated agreements with Five Star Development as authorized by A.R.S. §38-431.03(A)(3).
- 19-391** Discussion or consultation with the Town Attorney to consider the Town's position regarding Development Agreement negotiations related to the East Lincoln Drive South Development Area as authorized by A.R.S. §38 431.03(A)(4) and/or legal advice regarding the development area as authorized by A.R.S. §38 431.03(A)(3.)
- 19-392** 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\*****19-398 Experience Scottsdale Update and Questions & Answers**

**Recommendation:** Receive the annual report from Experience Scottsdale and provide feedback

**Staff Contact:** Jill Keimach, Town Manager

**19-399 Recognition of Be Kind America Week**

**Recommendation:** Present a Proclamation declaring November 10 through November 16 to be, Be Kind America Week

**Staff Contact:** Jill Keimach, Town Manager

**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.*

**19-393 Minutes of Town Council Meeting October 24, 2019****19-389 Award of Contract to Purchase Mobile Video Cameras**

**Recommendation:** Authorize the Town Manager to execute a contract with Axon Enterprise, Inc for the purchase of 12 mobile video cameras and cloud storage in an amount not to exceed \$110,000 for the five-year project.

**Staff Contact:** Chief Peter Wingert 480 948-7410

## 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.*

[19-401](#)

### **Consideration of Contract Change Order for Town Hall Remodel: Shade Structure**

**Recommendation:** Authorize the Town Manager to execute a change order in the amount not to exceed \$20,000 for CORE Construction contract no.19-088, and to waive the 14-day wait period to sign the agreement.

**Staff Contact:** Jason Harris, 480-348-3622

## 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.*

[19-394](#)

### **Consideration of Requests for Future Agenda Items**

**Recommendation:** Review the current list of pending agenda topics.

**Staff Contact:** Jill B. Keimach, Town Manager, 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. ADJOURN***AGENDA IS SUBJECT TO CHANGE*

*Pursuant to A.R.S. § 38-431.02, notice is hereby given to the general public and to the Town Council of the Town of Paradise Valley that a quorum of Council Members may go to the Rita's Kitchen, Camelback Inn, 5402 E Lincoln Drive following the Town Council meeting. No policy matters will be discussed and no legal action will be taken.*

*\*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

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**File #:** 19-402

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill B. Keimach, Town Manager  
Dawn Marie Buckland, Deputy Town Manager

**DATE:** November 7, 2019

**DEPARTMENT:** Town Manager

**AGENDA TITLE:**

2020 Legislative Agenda

**SUMMARY STATEMENT:**

The 2020 Legislative Session for the State of Arizona begins on January 13, 2020. As our legislative delegation discuss desired changes to the Arizona Revised Statutes, they look to the municipalities they represent to provide policy and impact analyses of proposed language.

This study session item will provide the opportunity for Council to review and discuss legislative issues and strategies for the upcoming year. Many of the key issues and interests from prior years remain relevant. Doug Cole, Chief Operating Officer for Highground, Inc., the Town's contract legislative consulting firm, will be on hand to discuss current trends and potential impacts to the Town, as well as provide input into the Town's legislative strategy. The resulting agenda will incorporate the direction from Council, and provide a meaningful framework and direction for the upcoming legislative session.

**BUDGETARY IMPACT:**

Preserving state shared revenue, construction sales tax, and local service delivery decision making are key attributes to our long-term financial plan.

**ATTACHMENT(S):**

PowerPoint  
2019 Legislative Agenda

# TOWN OF PARADISE VALLEY

## 2020 Legislative Agenda and Strategy

November 7, 2019



# Agenda

- Perspectives & Current Trends
- Town Legislative Interests
- Legislative Strategy
- Next Steps



# Perspectives & current trends

Doug Cole

Chief Operating Officer

Highground, Inc.



# Town Legislative Interests

Dawn Marie Buckland  
Deputy Town Manager  
Town of Paradise Valley



# Town Legislative Interests

- 2019 Legislative Agenda
- Relevance in 2020
- Additions, subtractions, or modifications



# Town Legislative Interests – 2019 Summary

Paradise Valley is universally enjoyed for its tourism and high quality residential living in Arizona. It embodies what people come to Arizona to enjoy. As a small community within a large metropolitan area, the Town believes local government best represents the quality of life of local communities regarding their respective public safety, legislative, financial and administrative policy matters, and that partnerships develop positive relations and are essential for success. The resulting tourism, commerce, and high quality executive housing offer tremendous benefits to the entire state.



# Town Legislative Interests – 2019 Summary

Efficient and effective solutions to difficult problems should not create new agencies or regulations nor duplicate existing ones. Our residents value the ability to determine appropriate service levels to preserve PV's many unique qualities, including:

- No local property tax
- Only residential neighborhoods and resorts; no commercial
- Low density large lots
- Town Council and Municipal Judges 100% volunteers
- Active preservation of open space and mountains - no utility poles
  - Residents contribute \$ to underground utility poles
- Effective and efficient use of technology



# Town's interest to protect Quality of Life, Local Revenues, and Public Safety

## 2019 ACTION ITEMS

- Transaction Privilege Tax (TPT) Construction Sales Tax
  - Amend MRRA to cap maximum project amount or remove alterations
  - Work with all interested parties on reform provided revenues held harmless
- Public Safety/Traffic Enforcement/Smart Technology
  - Essential tool to efficiently provide public safety within limited resources
  - Education, outreach, & signage = behavior modification/traffic safety
  - 100% of photo enforcement areas are signed at least once and at least 300' ahead
  - Additional dynamic speed signs budgeted this fiscal year
  - Citation review accomplished by PV Police Department
  - Evaluating contract options for effective and consistent service
- Public safety and quality of life concerns in the sharing economy
  - Dockless bikes and scooters, short-term rentals, etc



# Town's interest to protect Quality of Life, Local Revenues, and Public Safety

## 2019 CONTINUING PRIORITIES

- State-shared revenues
- Rights of Way use, such as with utilities
- Zoning/preservation of quality of life, including sober living homes & short-term rentals
- Sustainable pension structure; responsible financial management



# Legislative Strategy for 2020



# Legislative Strategy for 2020

- Timing and makeup of budget legislative event(s)
- Legislative breakfast January 8, 2020
- Item-specific strategies
- Approach throughout session
- The Fast and the Furious: when the world turns upside down in 5.4 seconds



# Next Steps



# Next Steps

Study Session	November 21, 2019
Council Adoption	December 5, 2019
Legislative Breakfast	January 9, 2020
2020 Legislative Session Begins	January 13, 2020



# 2020 Legislative Agenda & Strategy

Questions and Discussion









**TOWN OF PARADISE VALLEY**  
**INTERGOVERNMENTAL AFFAIRS PROGRAM**  
**2019 Legislative Agenda Summary**

Paradise Valley is universally enjoyed for its tourism and high quality residential living in Arizona. It embodies what people come to Arizona to enjoy. As a small community within a large metropolitan area, the Town believes local government best represents the quality of life of local communities regarding their respective public safety, legislative, financial and administrative policy matters, and that partnerships develop positive relations and are essential for success. The resulting tourism, commerce, and high quality executive housing offer tremendous benefits to the entire state.

Efficient and effective solutions to difficult problems should not create new agencies or regulations nor duplicate existing ones. Our residents value the ability to determine appropriate service levels to preserve PV's many unique qualities, including:

- No local property tax
- Only residential neighborhoods and resorts; no commercial
- Low density large lots
- Town Council and Municipal Judges 100% volunteers
- Active preservation of open space and mountains; reclaiming desert vistas
  - Residents contributed \$ to underground utility poles
- Effective and efficient use of technology

The items below reflect the Town's interest to protect quality of life, local revenues, and public safety:

***ACTION ITEMS***

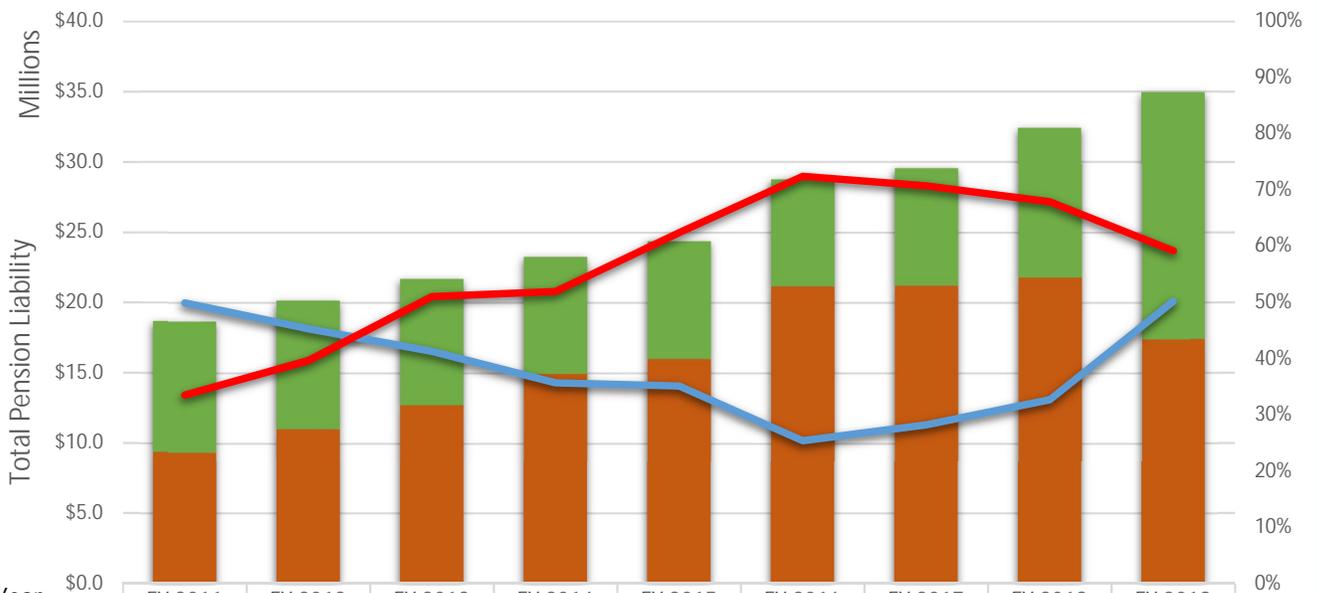
- Transaction Privilege Tax (TPT) Construction Sales Tax
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**CONTINUING PRIORITIES**

- State-shared revenues
- Rights of Way use, such as with utilities
- Zoning/preservation of quality of life, including sober living homes & short-term rentals
- Sustainable pension structure; responsible financial management

The Town of Paradise Valley has made a significant commitment to pension resolution. The chart below illustrates the downward trend in the pension fund leading up to the legislative corrections that were made to PSPRS. Once the pension structure was corrected, the Town has dedicated tremendous effort and resources toward increasing the assets (in green and blue) and decreasing the unfunded liability (in orange and red.)

Town of Paradise Valley  
PSPRS Pension Liability



For Budget Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Current Assets	9,327,908	9,138,514	8,970,186	8,293,055	8,362,281	7,587,874	8,339,357	10,604,984	17,549,901
Unfunded Liability	9,349,604	11,027,966	12,742,243	14,966,012	16,024,473	21,181,532	21,231,839	21,807,095	17,398,284
Total Funded Status	49.90%	45.30%	41.30%	35.70%	35.10%	25.40%	28.20%	32.70%	50.20%
Contribution Rate	33.50%	39.64%	51.02%	51.92%	62.44%	72.44%	70.73%	67.89%	59.18%



## Action Report

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**File #:** 19-400

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill Keimach, Town Manager  
Paul Mood, Town Engineer  
Jason Harris, Capital Projects Administrator

**DATE:** October 24, 2019

**DEPARTMENT:** Engineering

**AGENDA TITLE:**  
Town Hall Remodel: Shade Structure

**RECOMMENDATION:**  
Discussion with possible direction for proposed shade structure at the new front entry to Town Hall.

**SUMMARY STATEMENT:**  
Follow up from Town Council meeting held on September 26, 2019. Town Council requested staff to revisit the shade structure's design and effectiveness.

Currently the metal structure is not yet fabricated so depending on Council's direction, this item could be omitted from the project or if included in the project, would not have any impact on the project's approved budget.

**BUDGETARY IMPACT:**  
Approval to continue to move forward with the shade structure would have no budget impact for CIP Project #2018-12, as it is already included in the construction contract.

**ATTACHMENT(S):**  
Presentation  
Canopy Shade Study

# Town Hall Remodel

## Project Update

### Canopy Shade Study

October 24, 2019

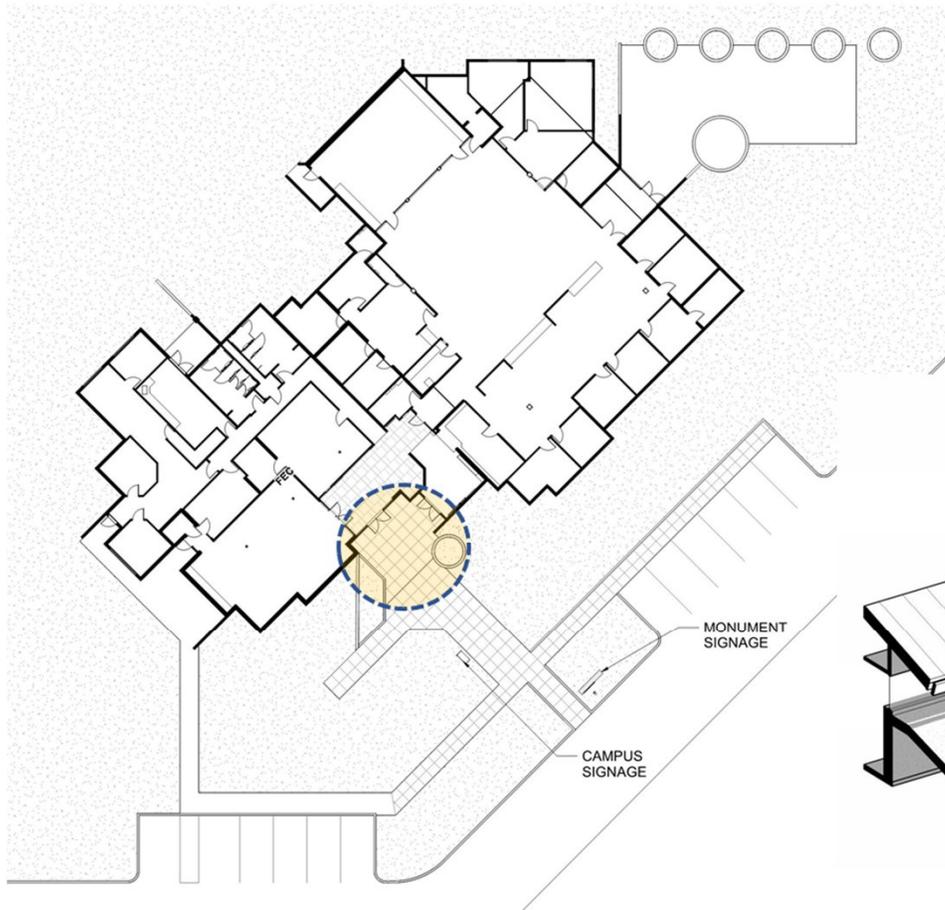


# Agenda

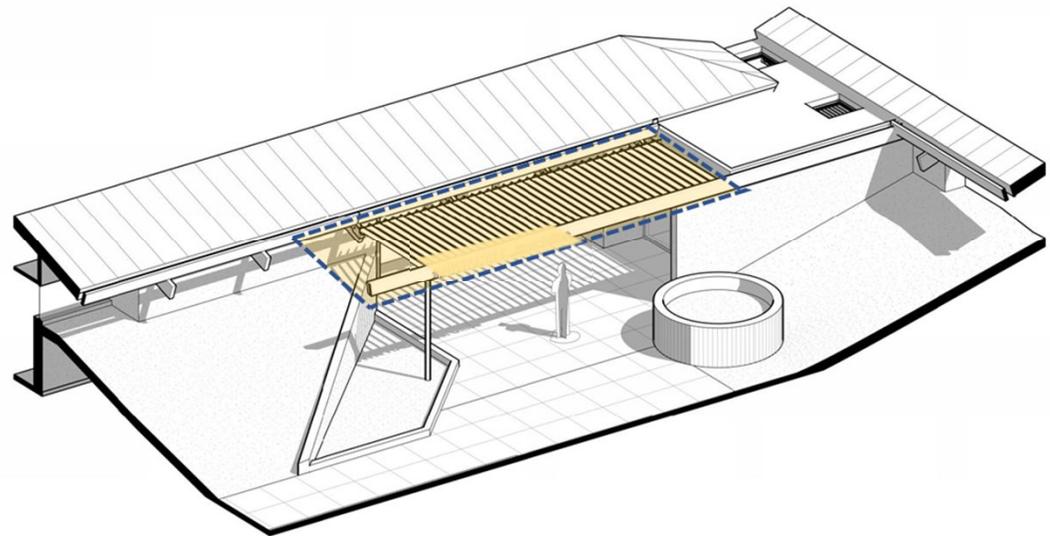
Follow up from Sept 26, 2019 Study Session

1. Shade Study for Proposed Canopy at New Entry
2. Considerations
3. Schedule





Entry  
"Canopy"  
\$20k



# Canopy Considerations

- Canopy Shade Study (see separate handout)
  - Summer – Door handle, heat, user experience
  - Fall/Spring – similar to above
- Canopy
  - Cantilever v. Post
  - Post Location
- Garden Wall
  - Existing Material
  - Proposed Material
- Hardscape
  - Plaza Area
  - Finish (match existing v. new look)

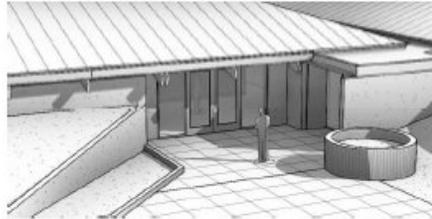


# Canopy Shade Study

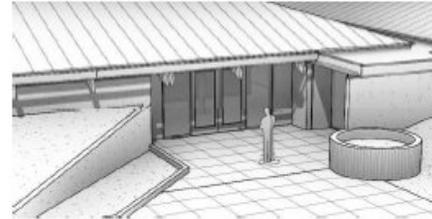
SUMMER  
SOLSTICE

*Without Shade*

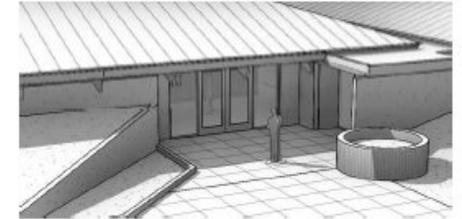
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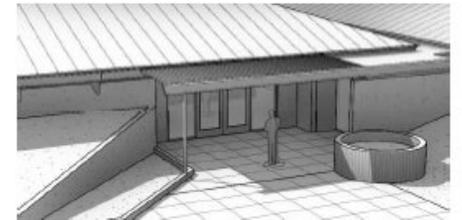
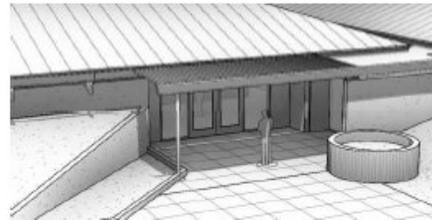
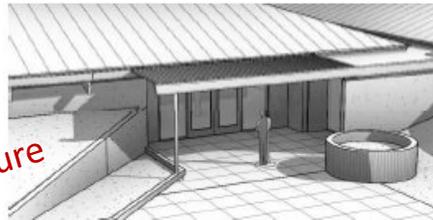
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SUMMER  
SOLSTICE

*With Shade Structure*

June 21



# Canopy Shade Study

WINTER  
SOLSTICE

*Without Shade*

WINTER  
SOLSTICE

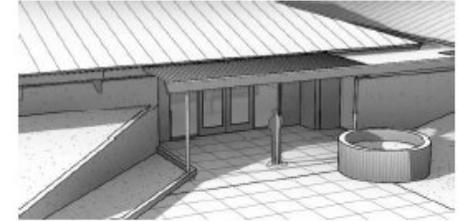
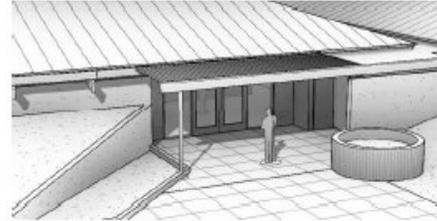
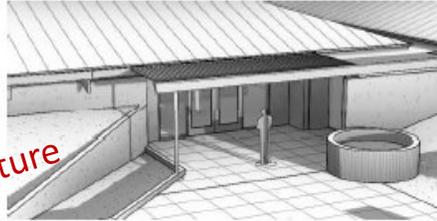
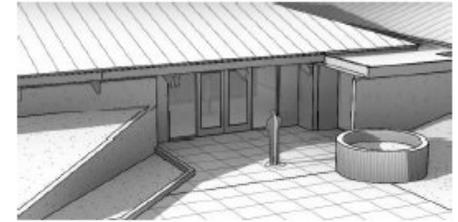
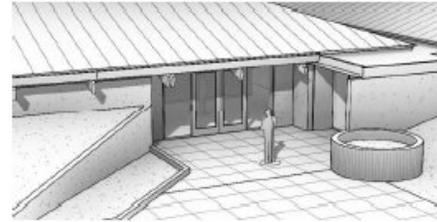
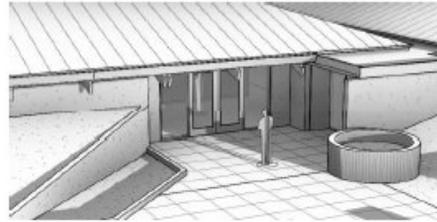
December 21

*With Shade Structure*

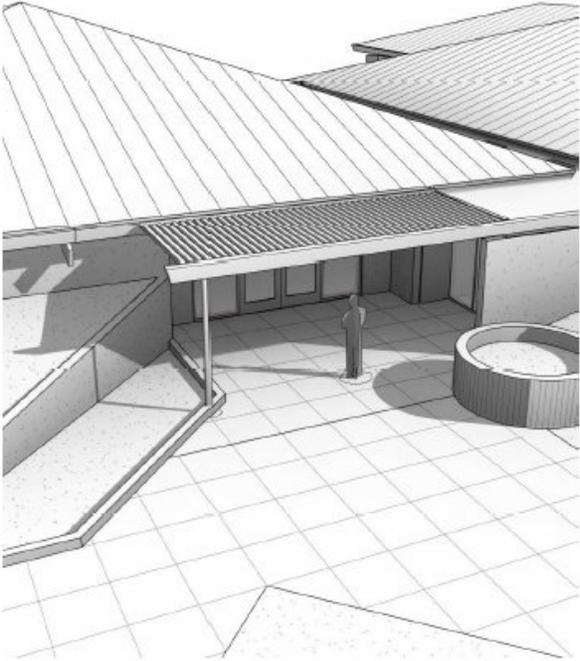
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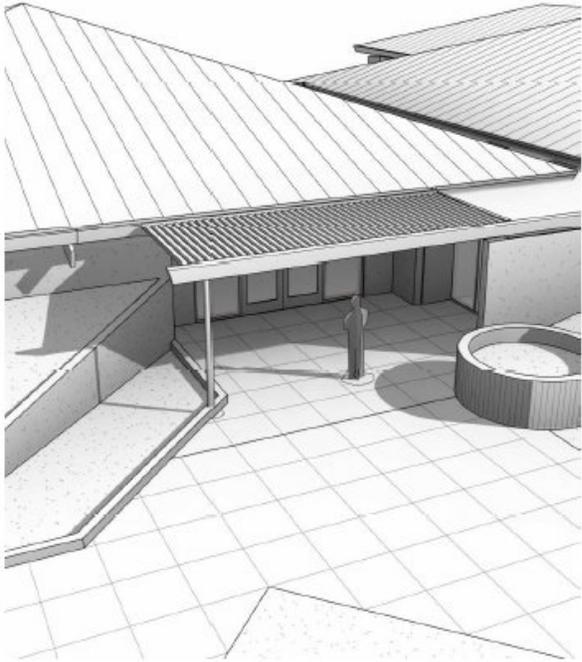
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# Canopy Post Location



# Rose Garden Wall



# Schedule

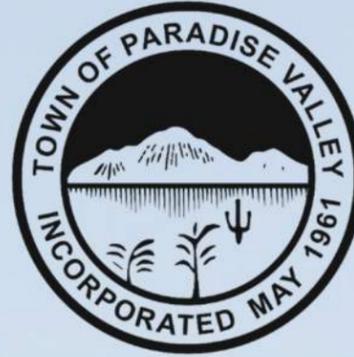
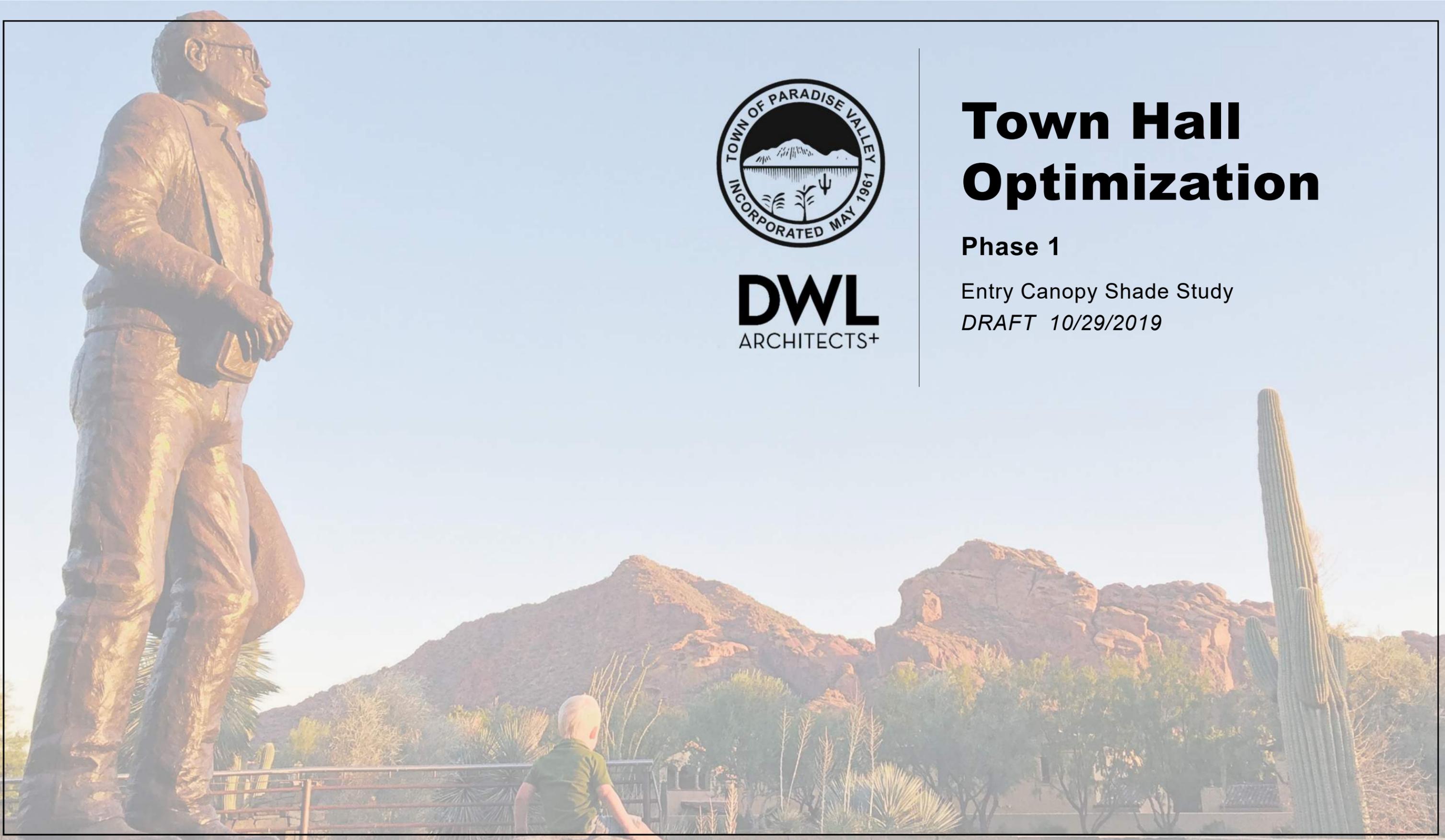
- Nov 7 Council Direction
- Nov 8 Begin Construction
- Dec 27 End Construction



# Town Hall Remodel

Questions and Discussion





**DWL**  
ARCHITECTS+

# Town Hall Optimization

## Phase 1

Entry Canopy Shade Study

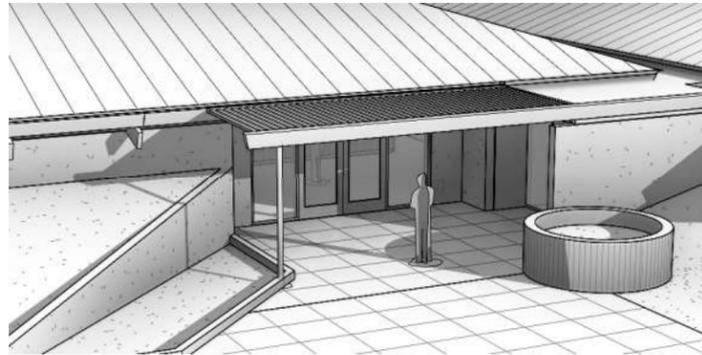
*DRAFT 10/29/2019*

CANOPY

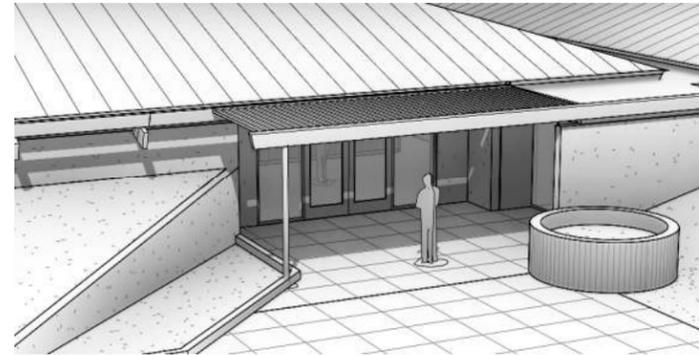
# SPRING EQUINOX

March 20

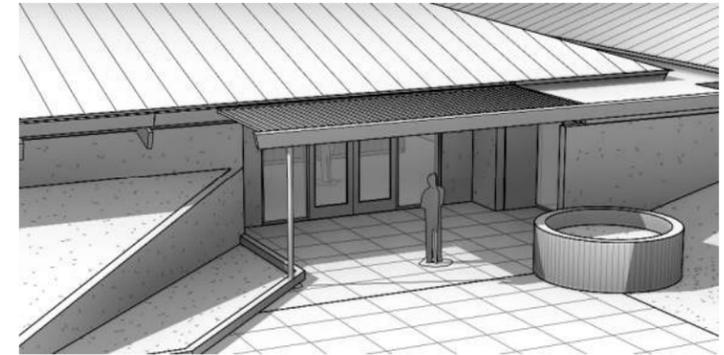
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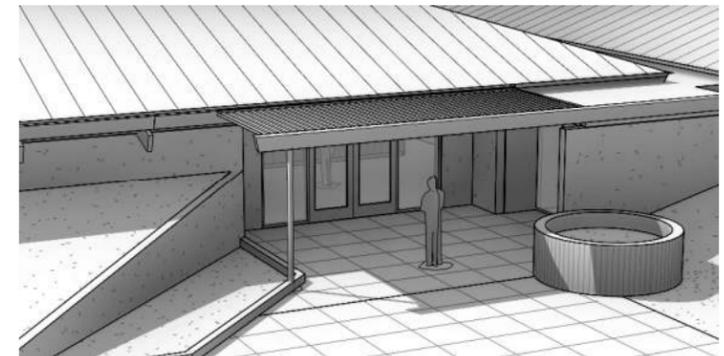
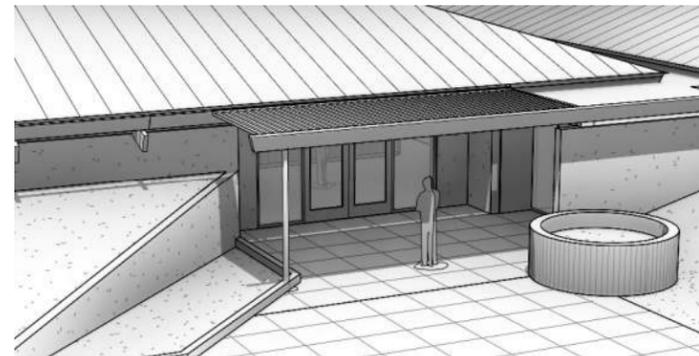
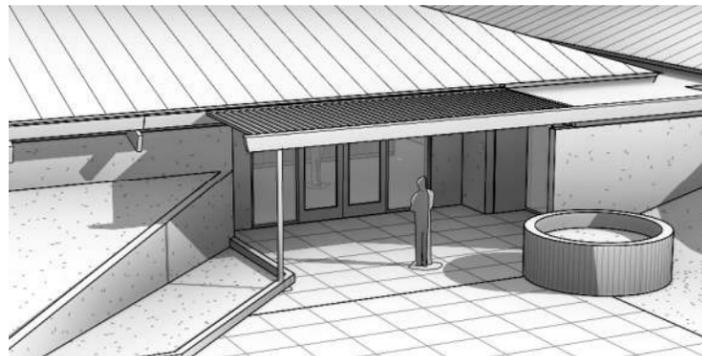


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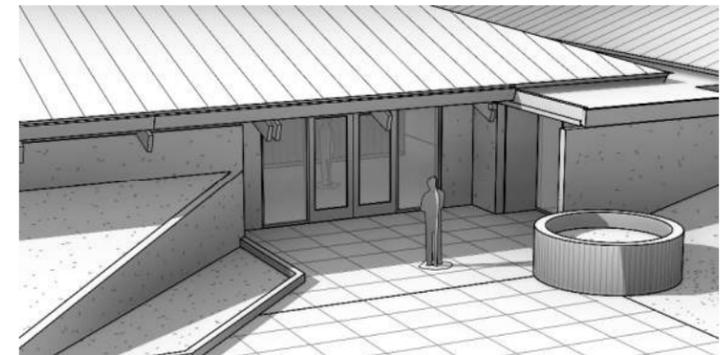
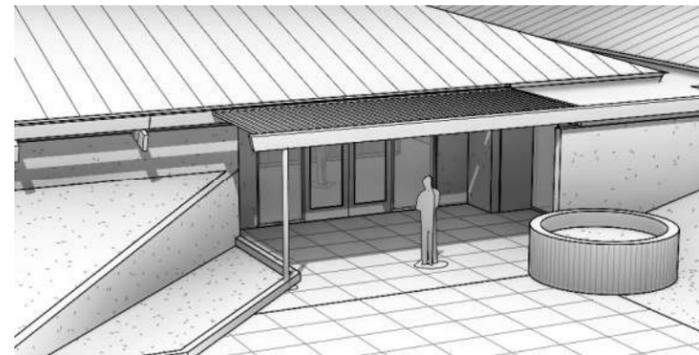
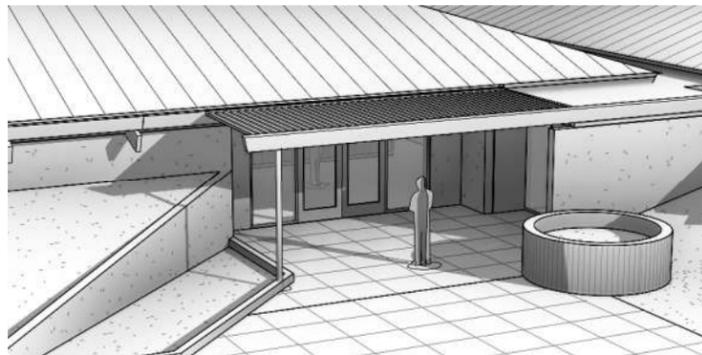
# SUMMER SOLSTICE

June 21



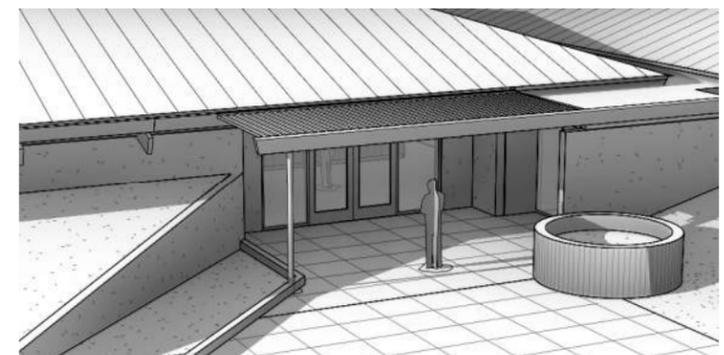
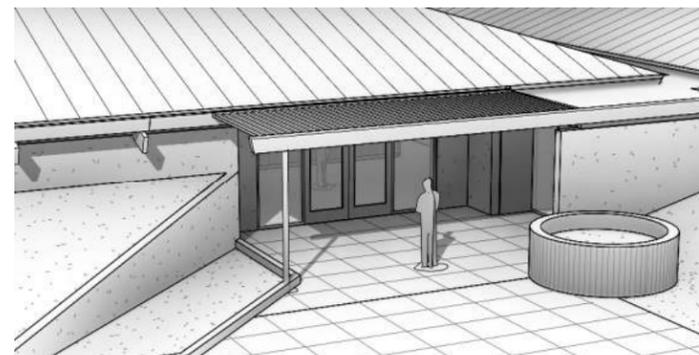
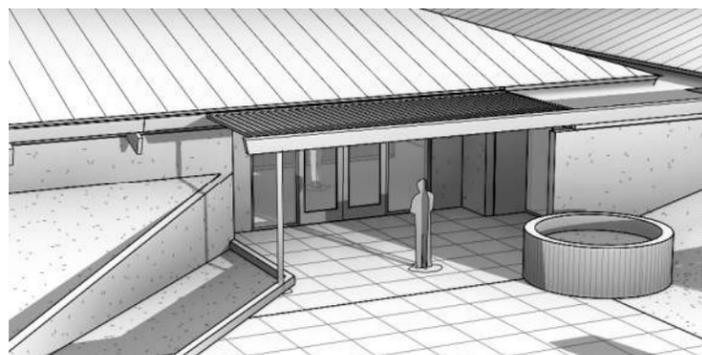
# FALL EQUINOX

September 23



# WINTER SOLSTICE

December 21



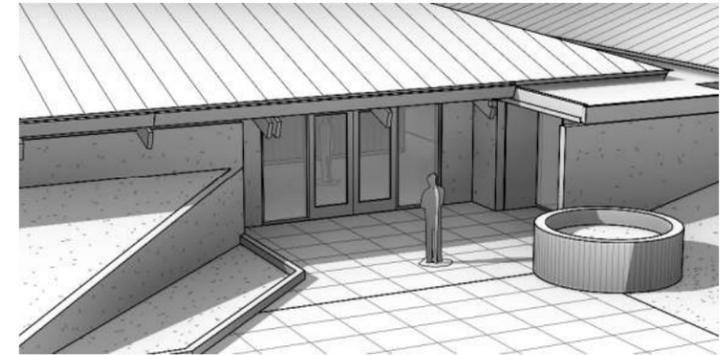
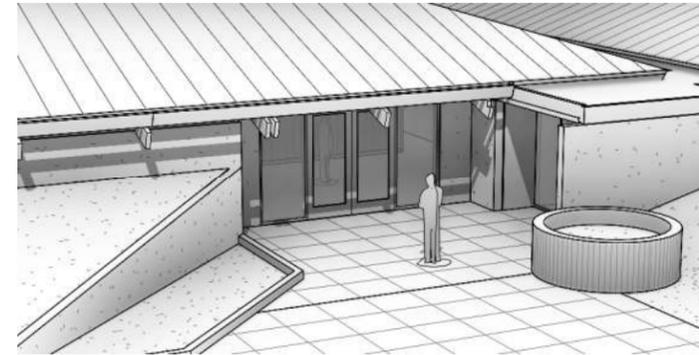
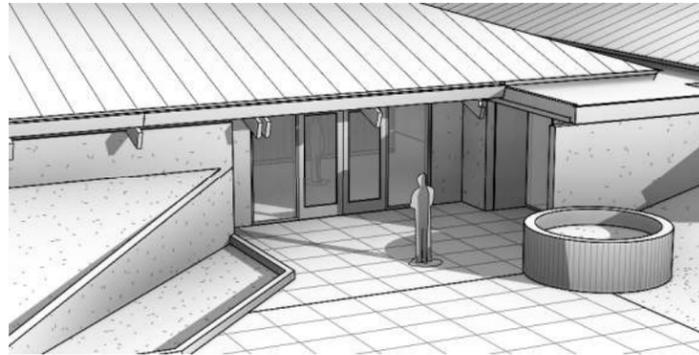
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8:00 A.M.

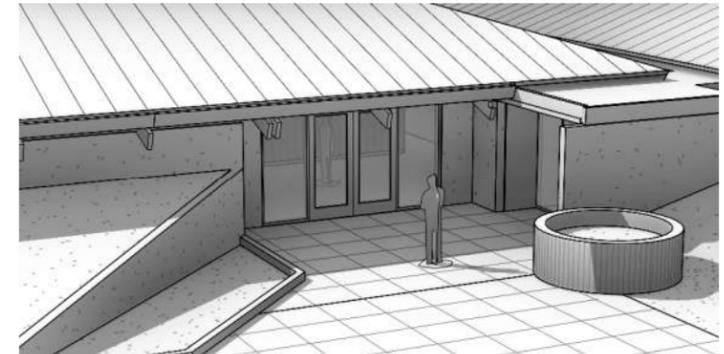
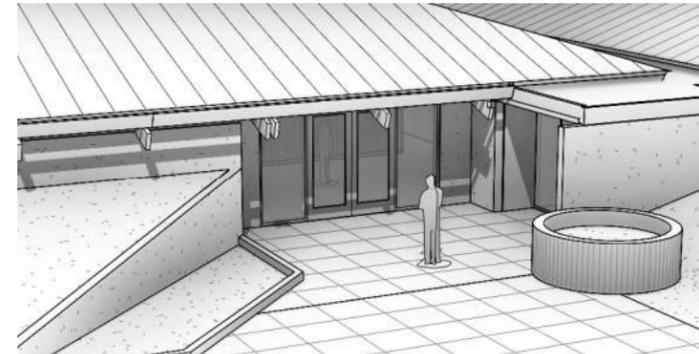
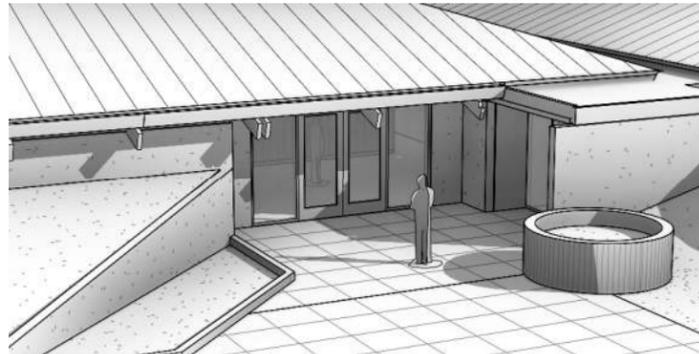
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4:00 P.M.

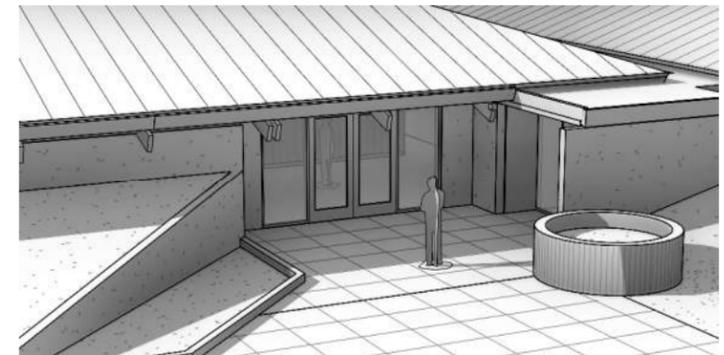
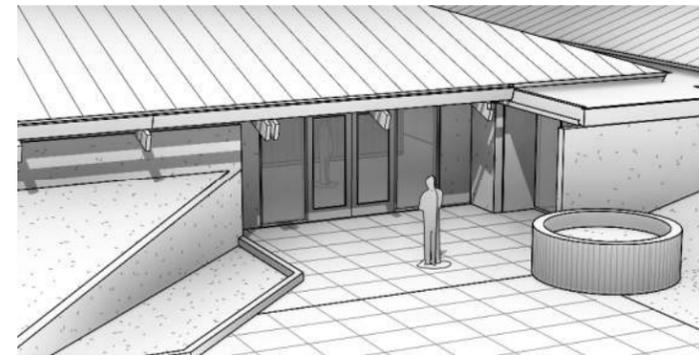
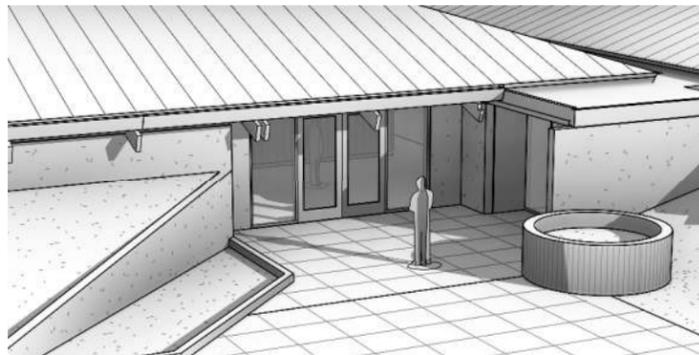
SPRING  
EQUINOX



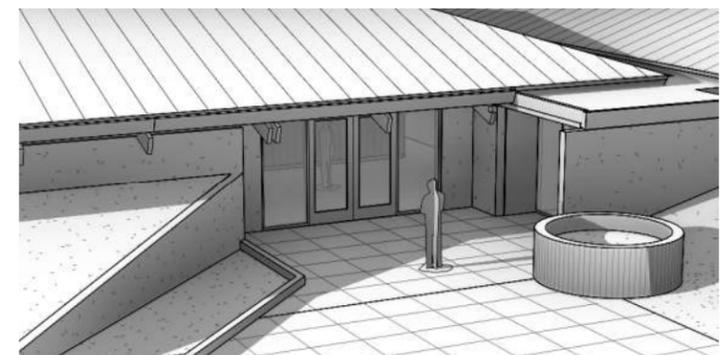
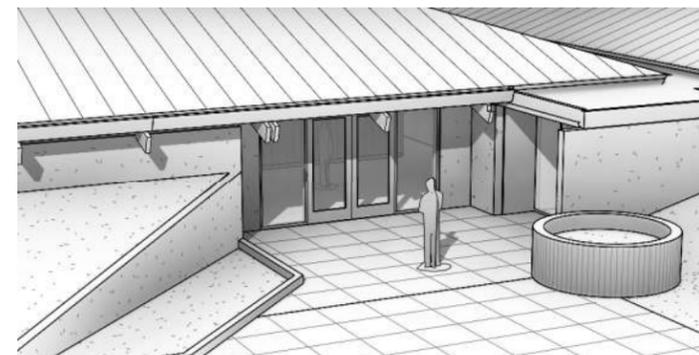
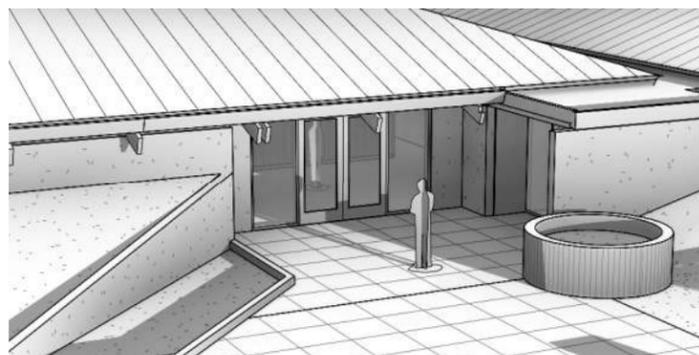
SUMMER  
SOLSTICE



FALL  
EQUINOX

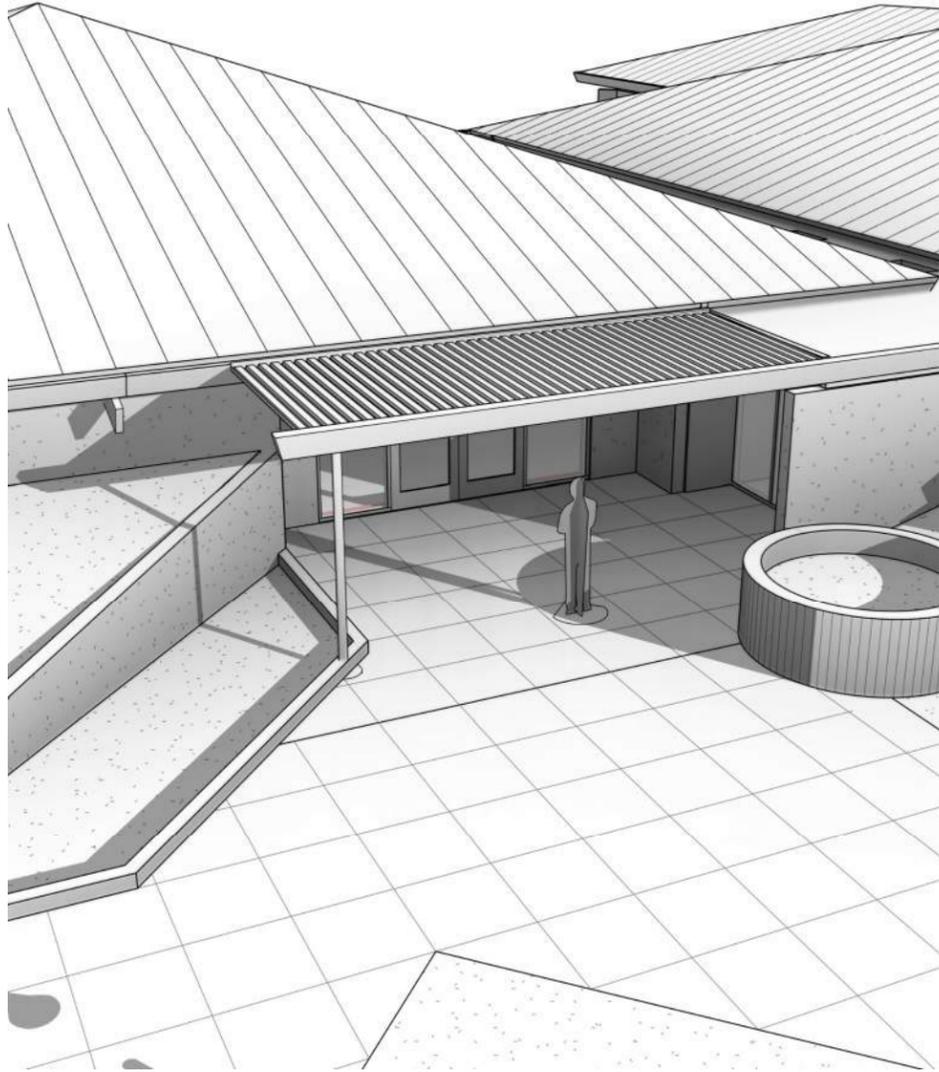


WINTER  
SOLSTICE

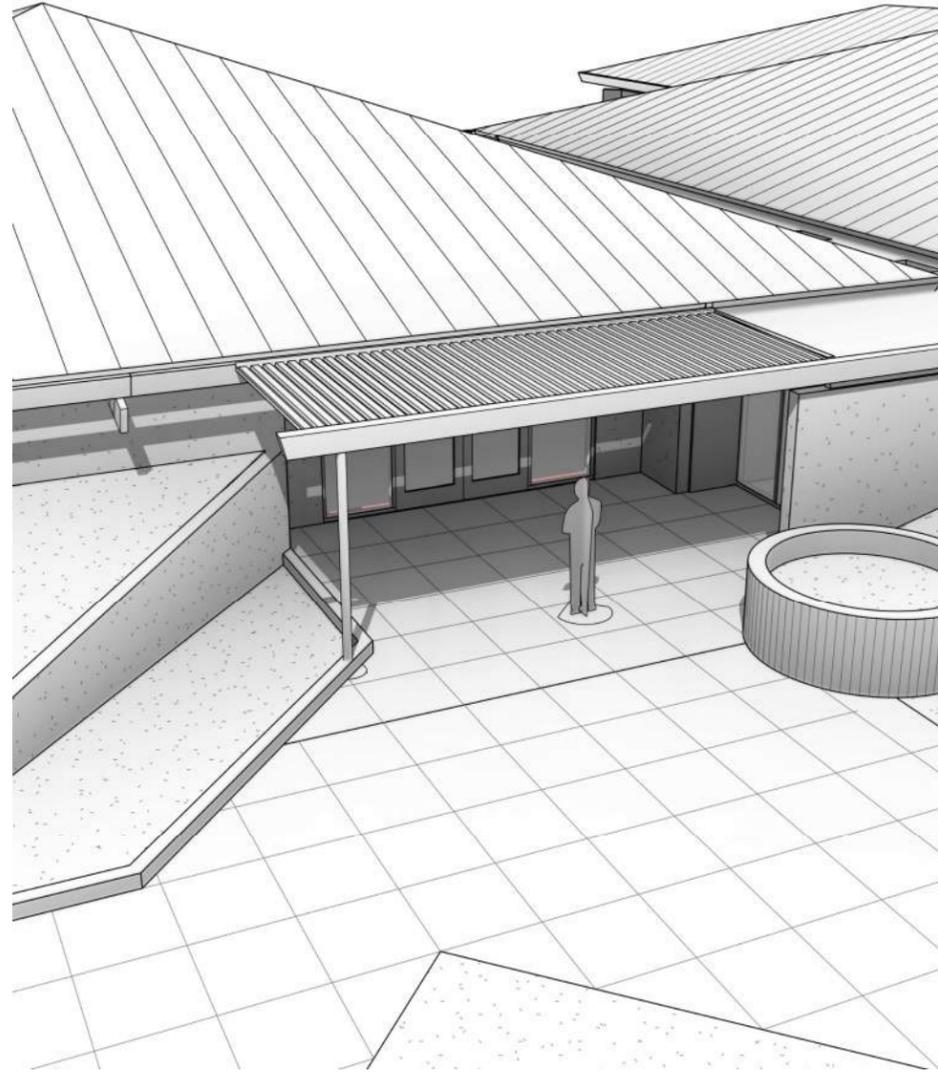


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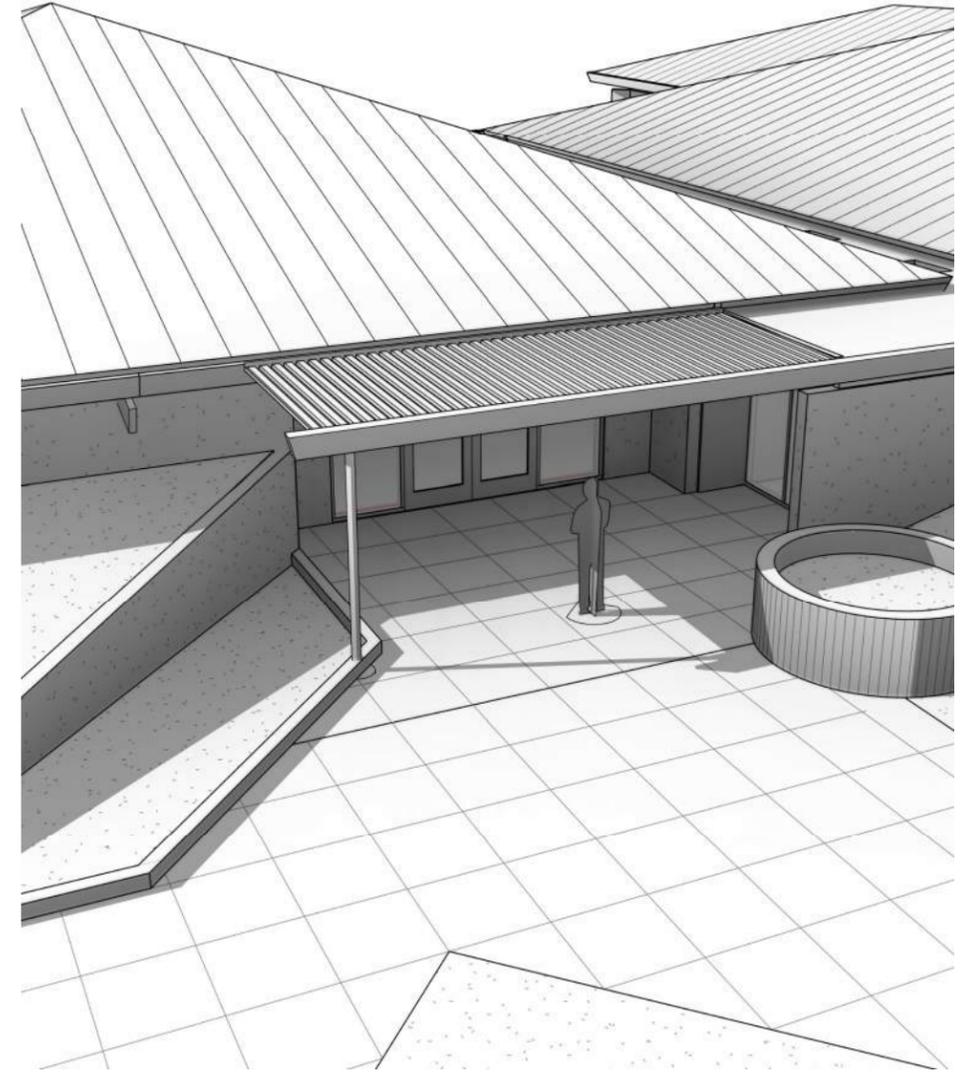
CANOPY | MARCH 19



8:00 A.M.



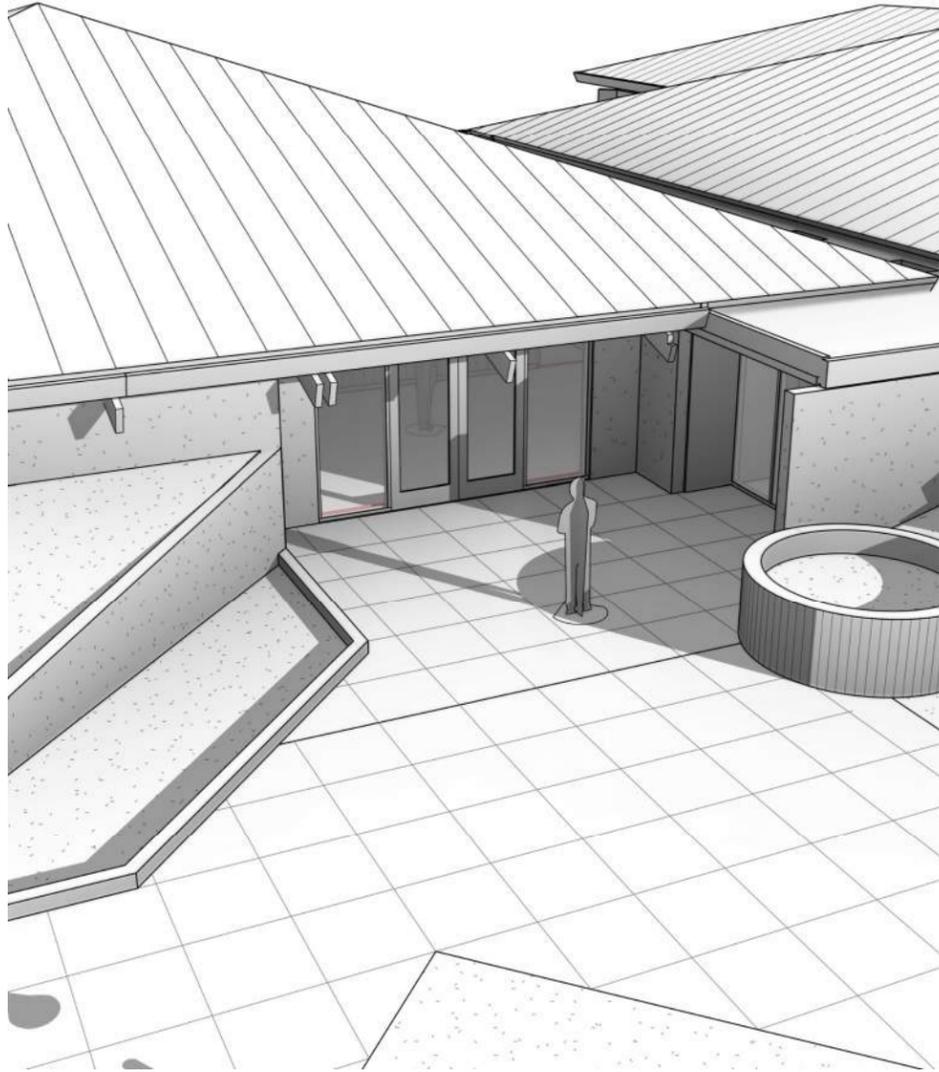
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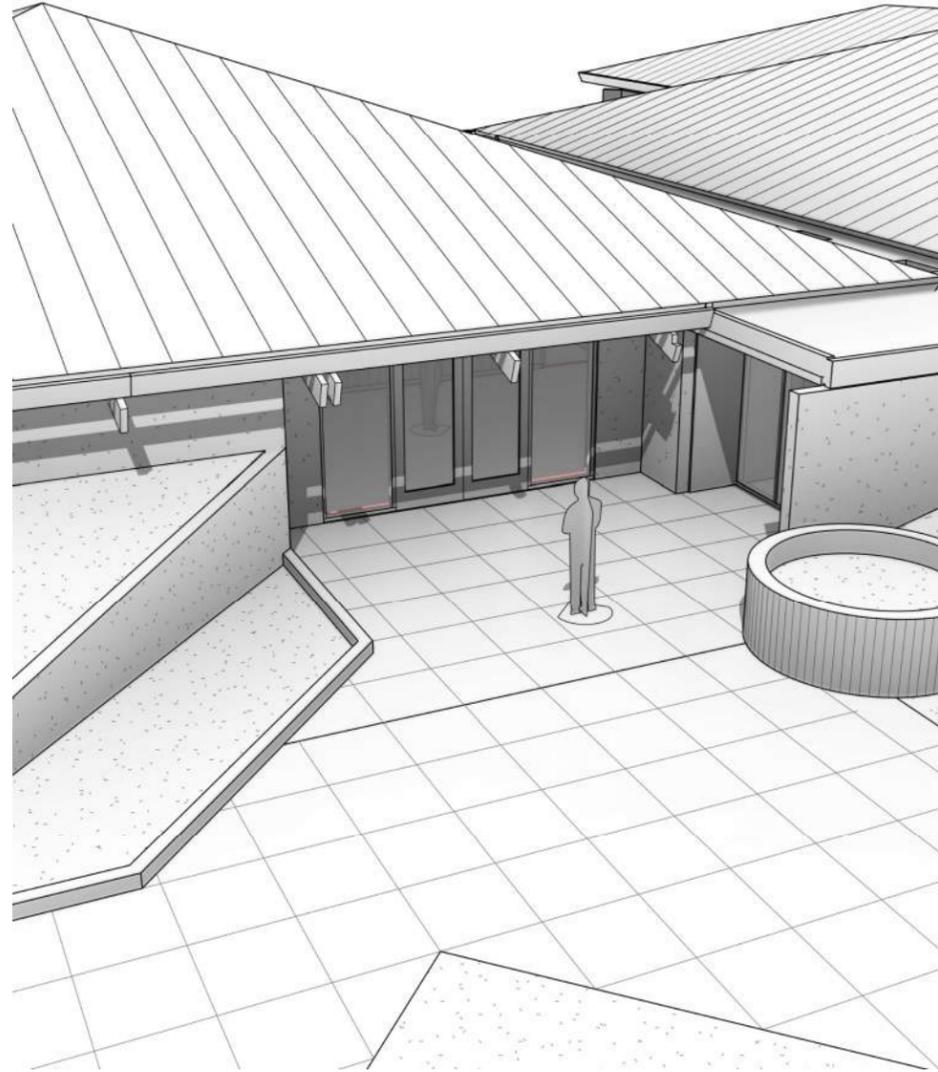
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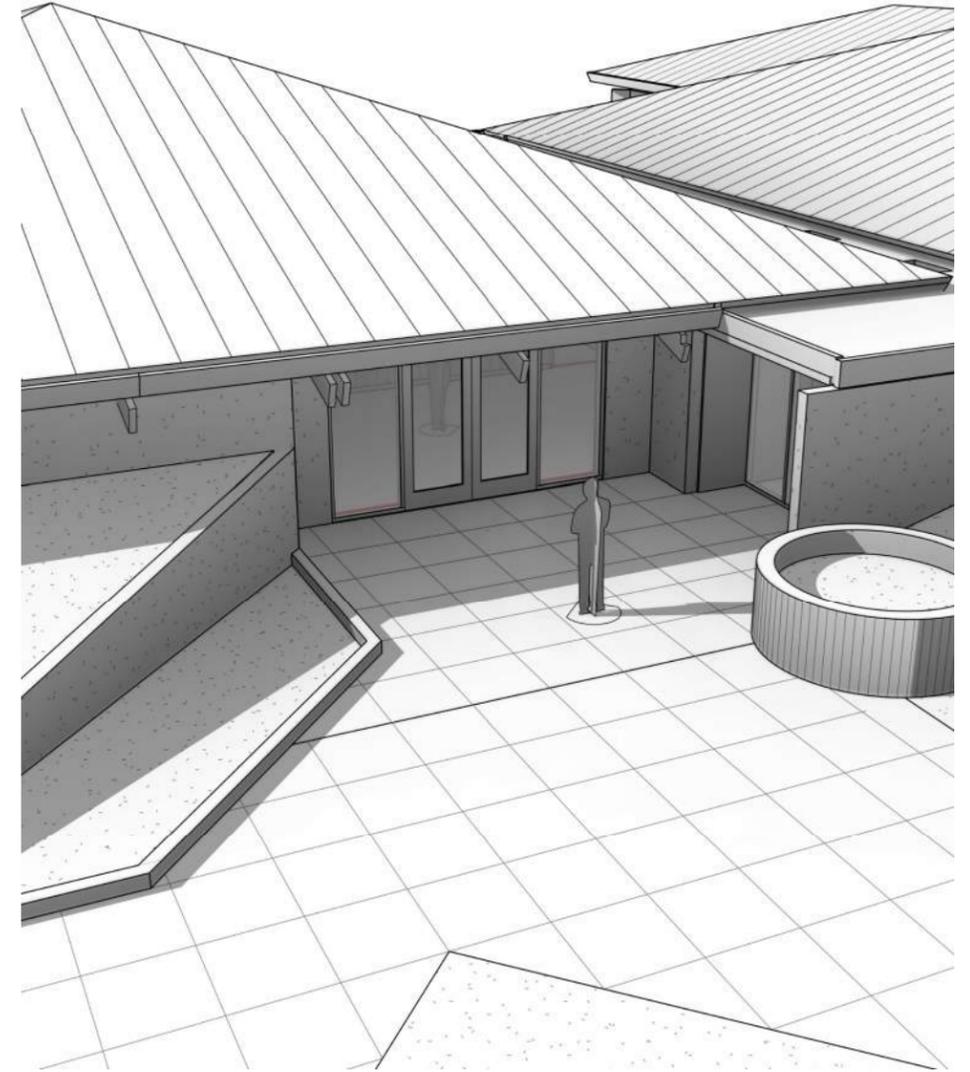
NO CANOPY | MARCH 19



8:00 A.M.



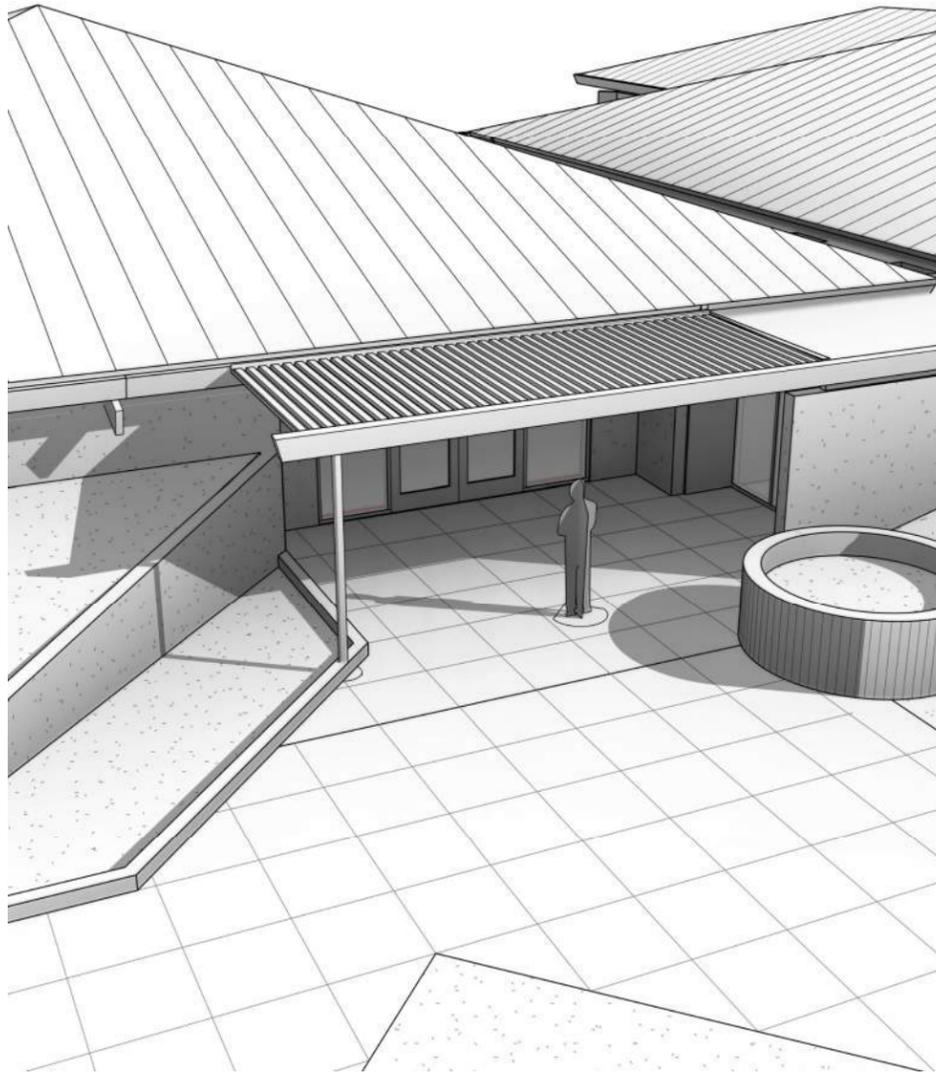
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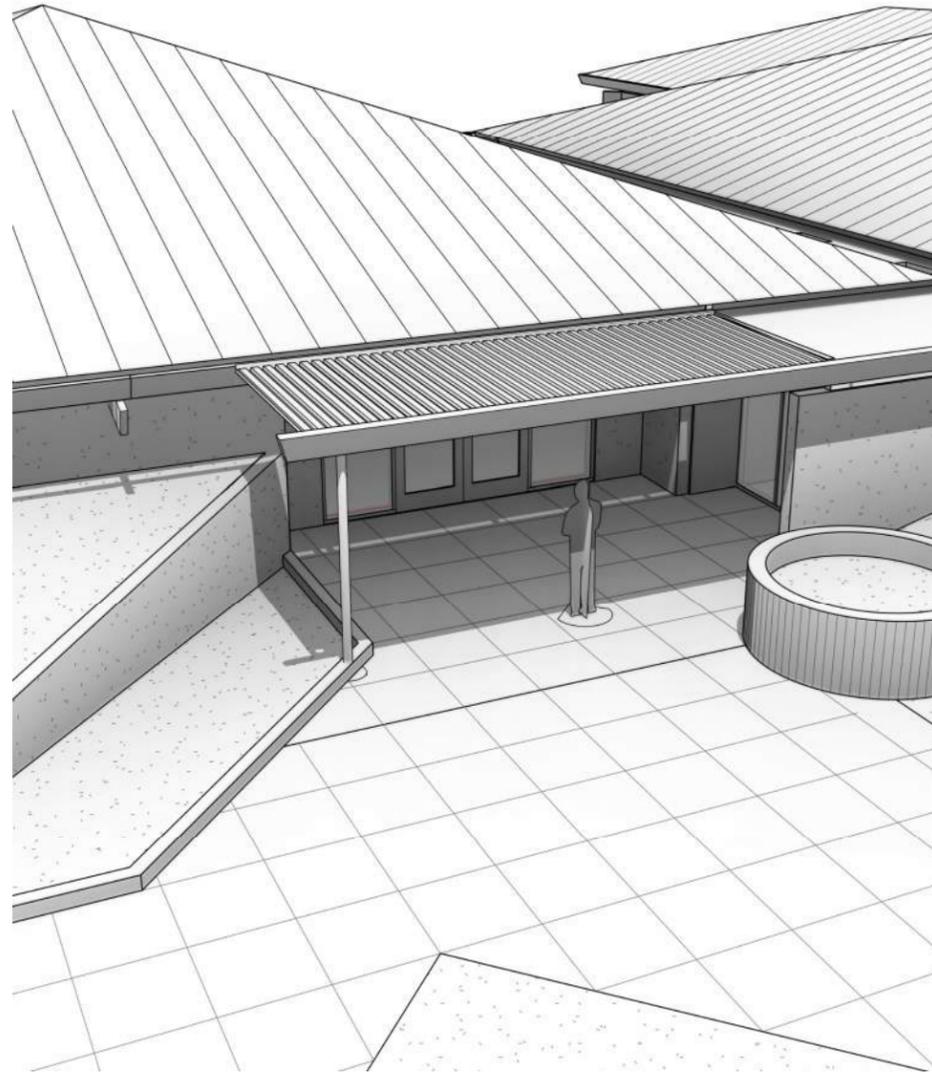
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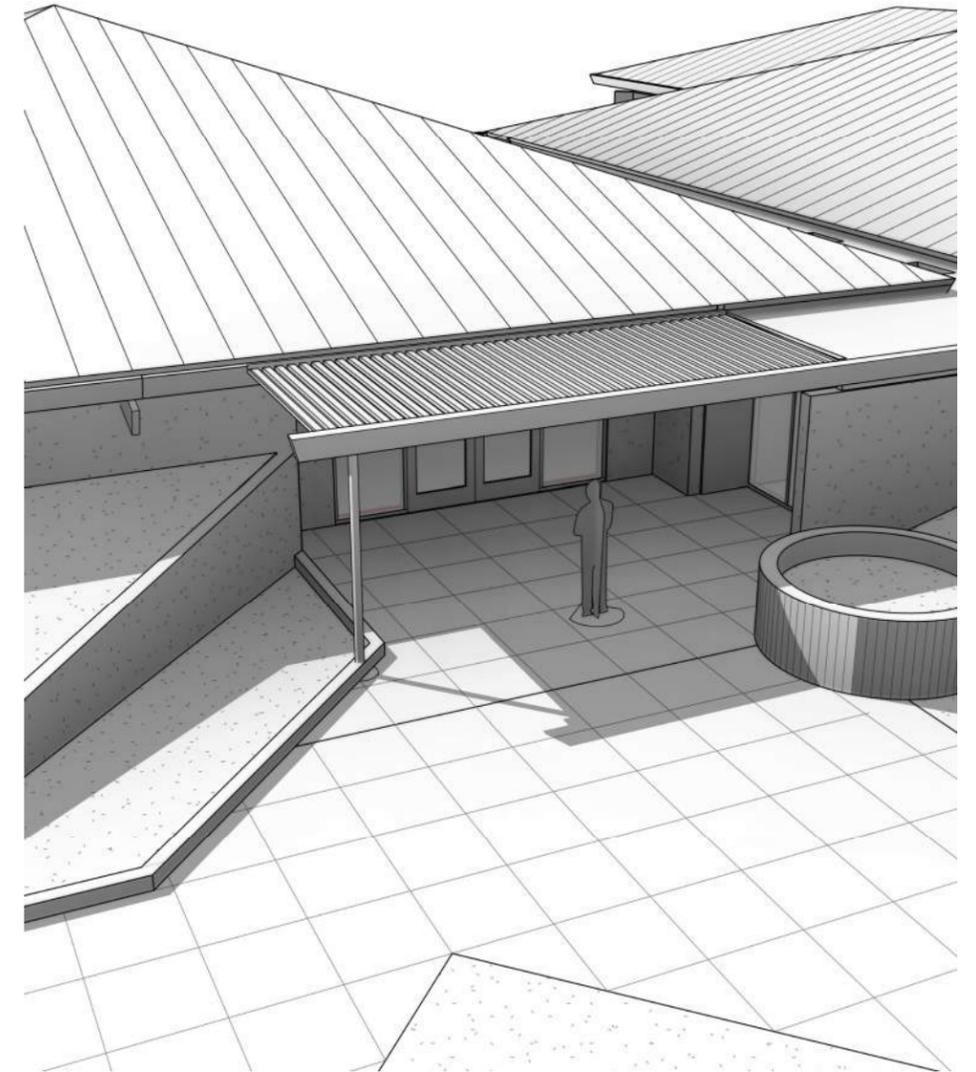
CANOPY | JUNE 20



8:00 A.M.



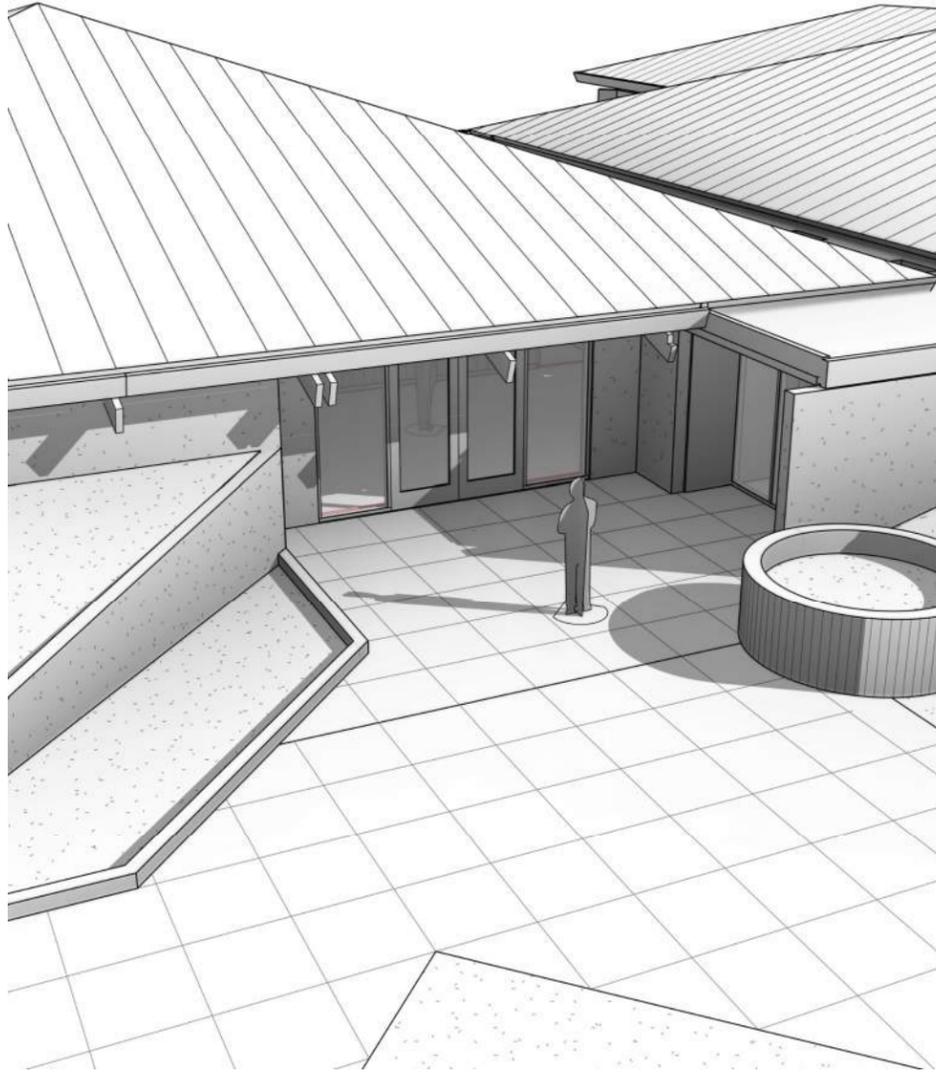
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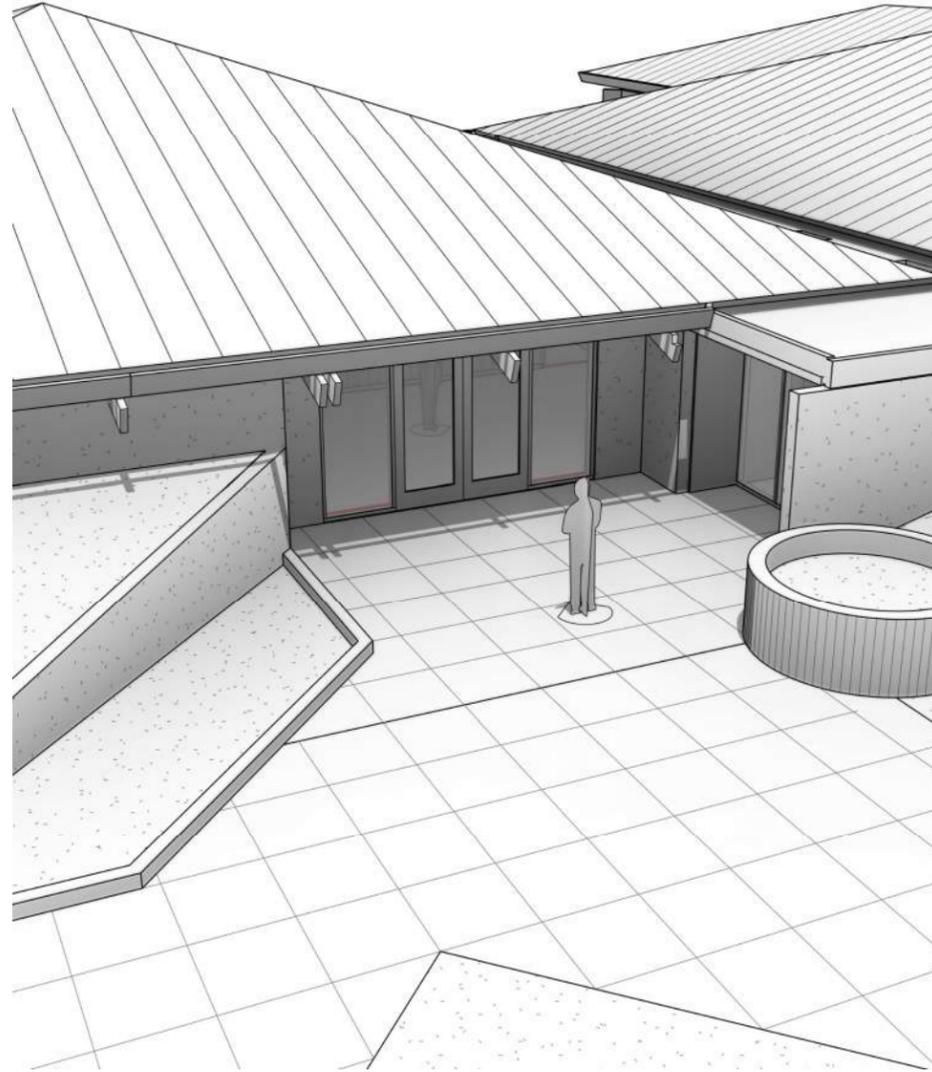
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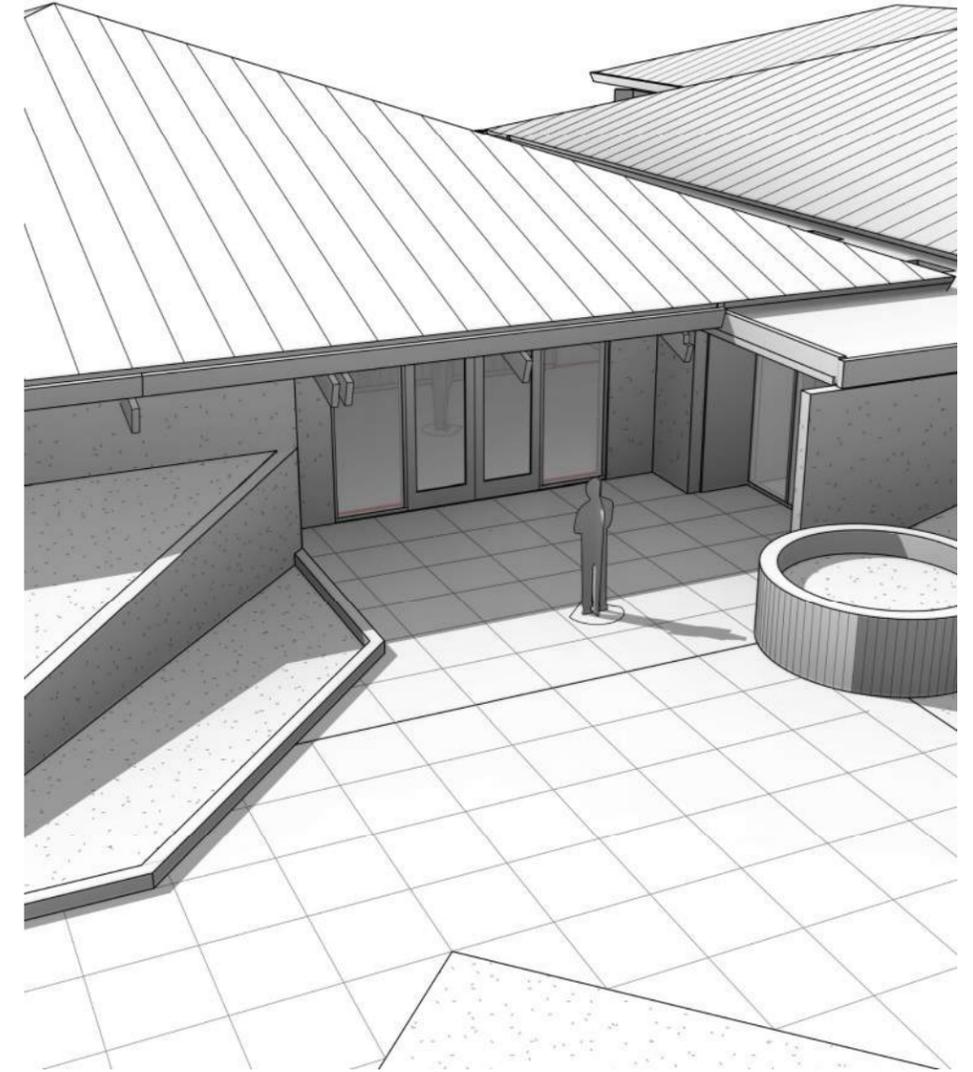
NO CANOPY | JUNE 20



8:00 A.M.



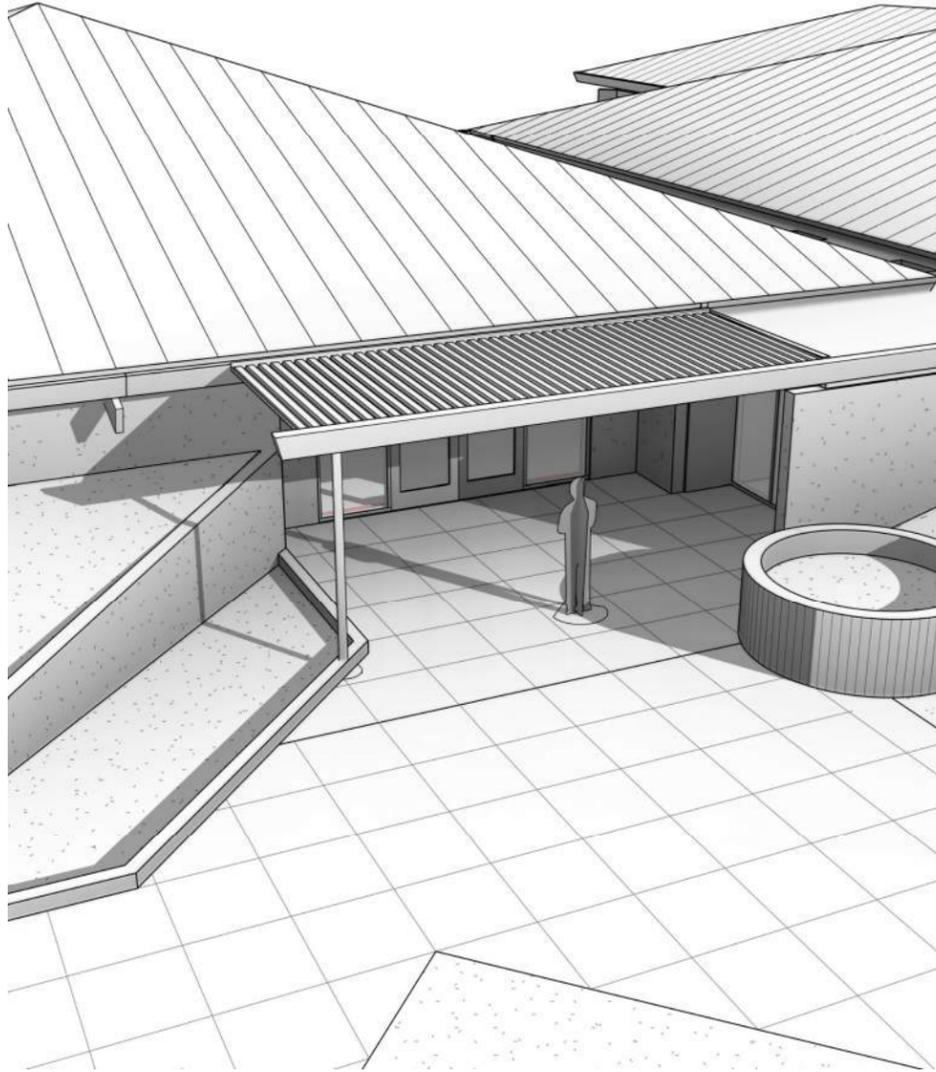
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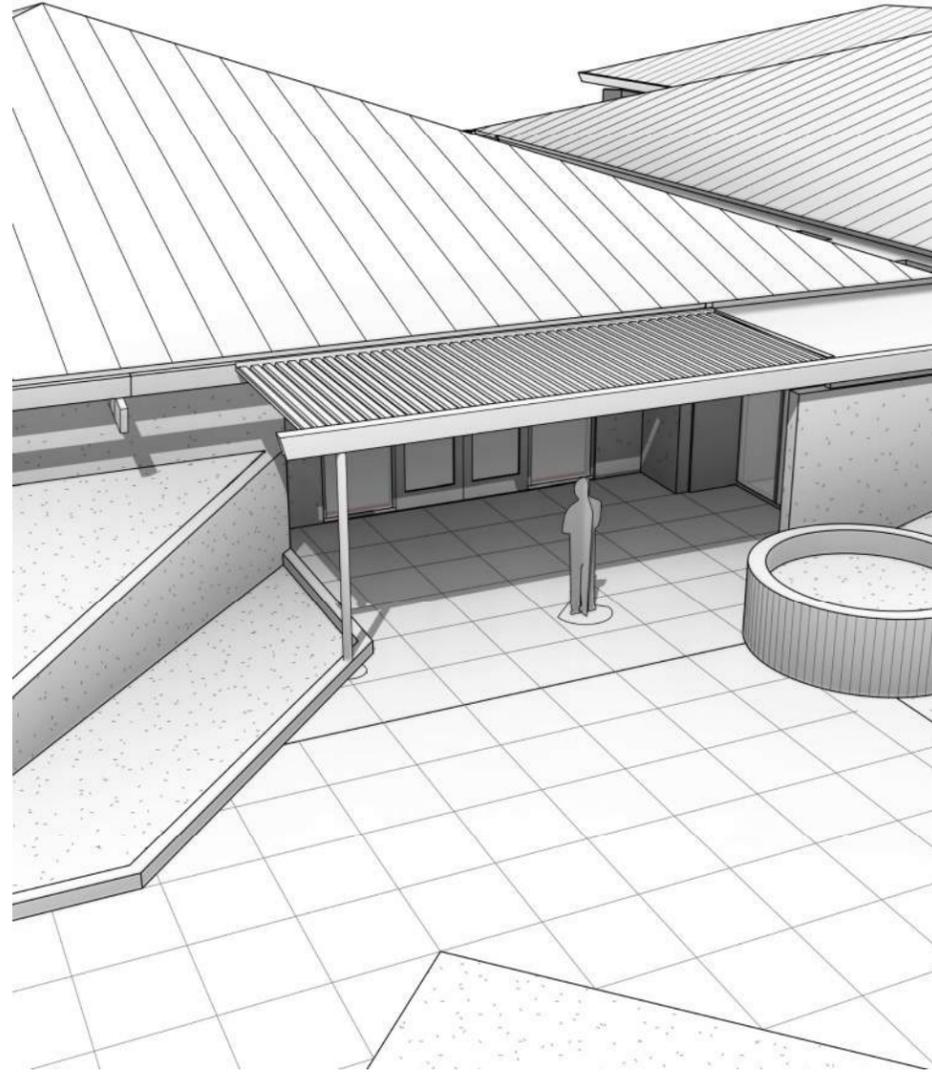
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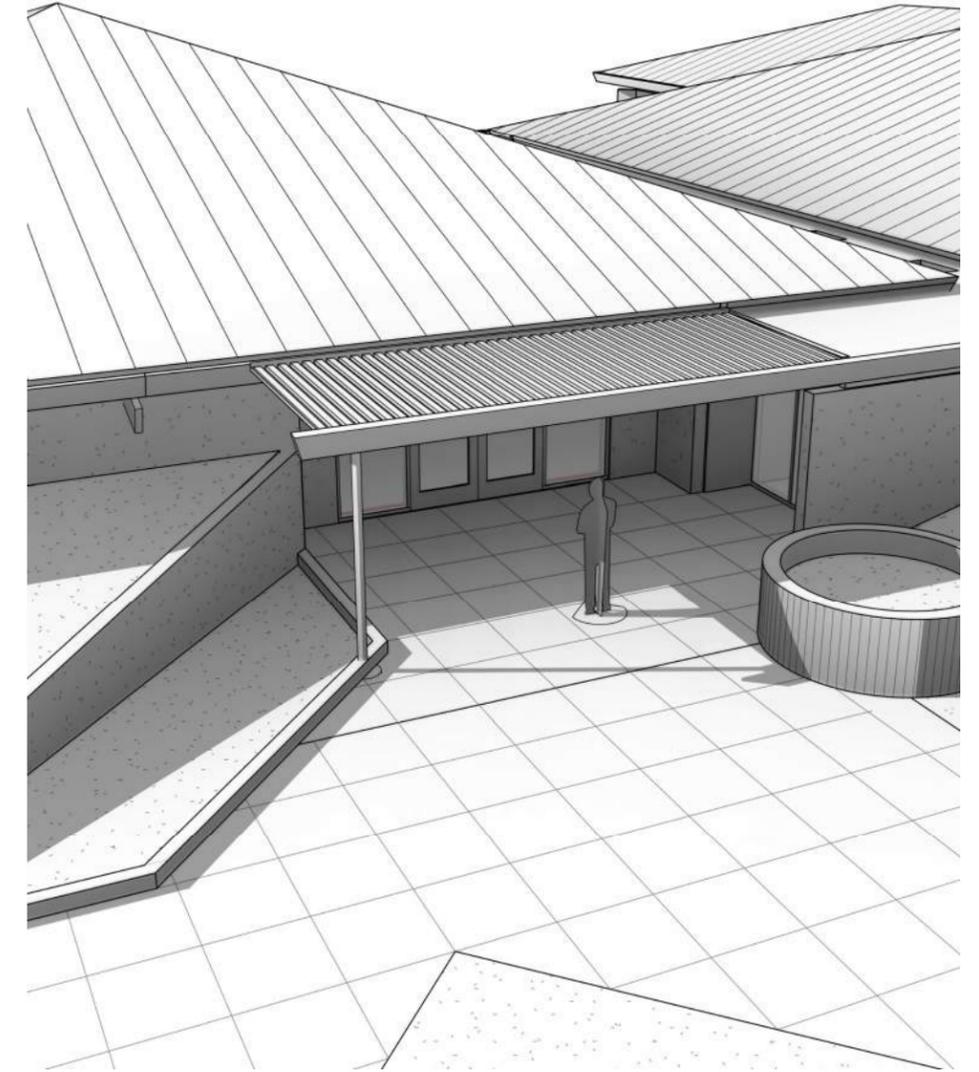
CANOPY | SEPTEMBER 22



8:00 A.M.



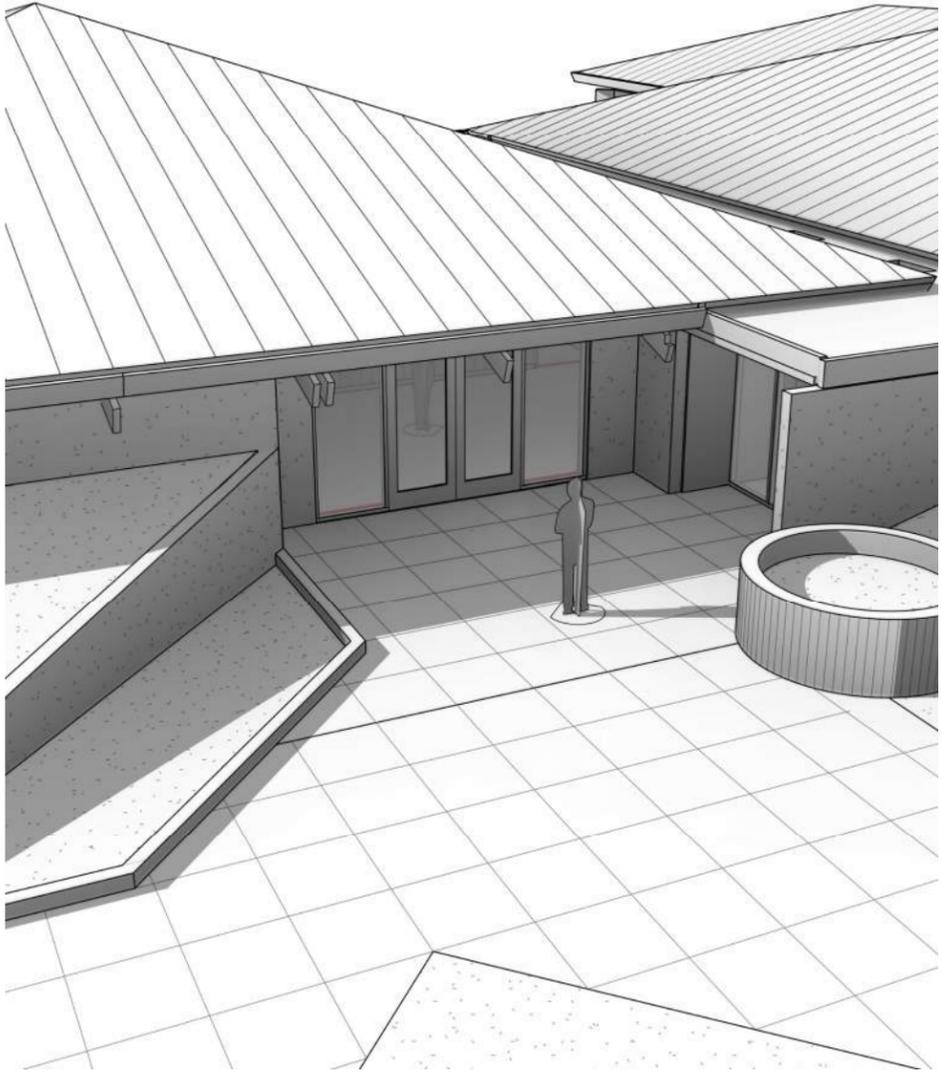
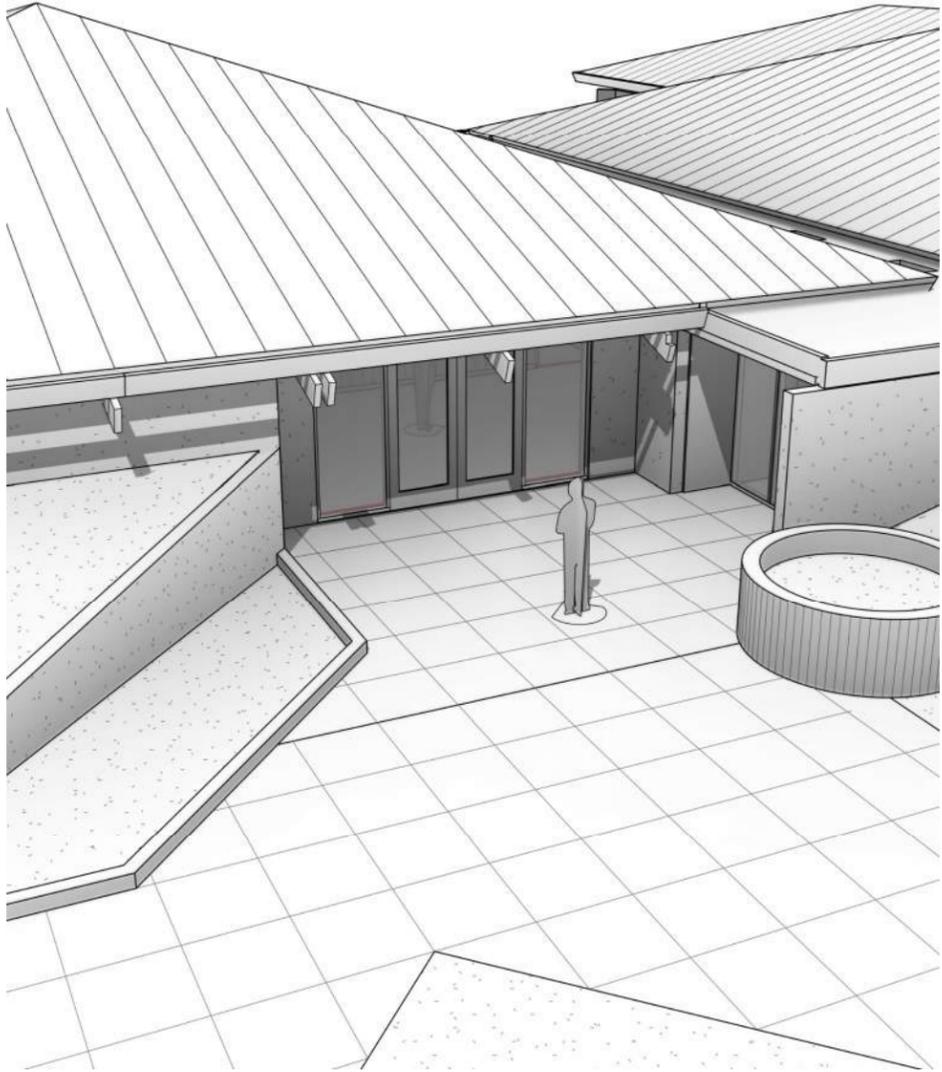
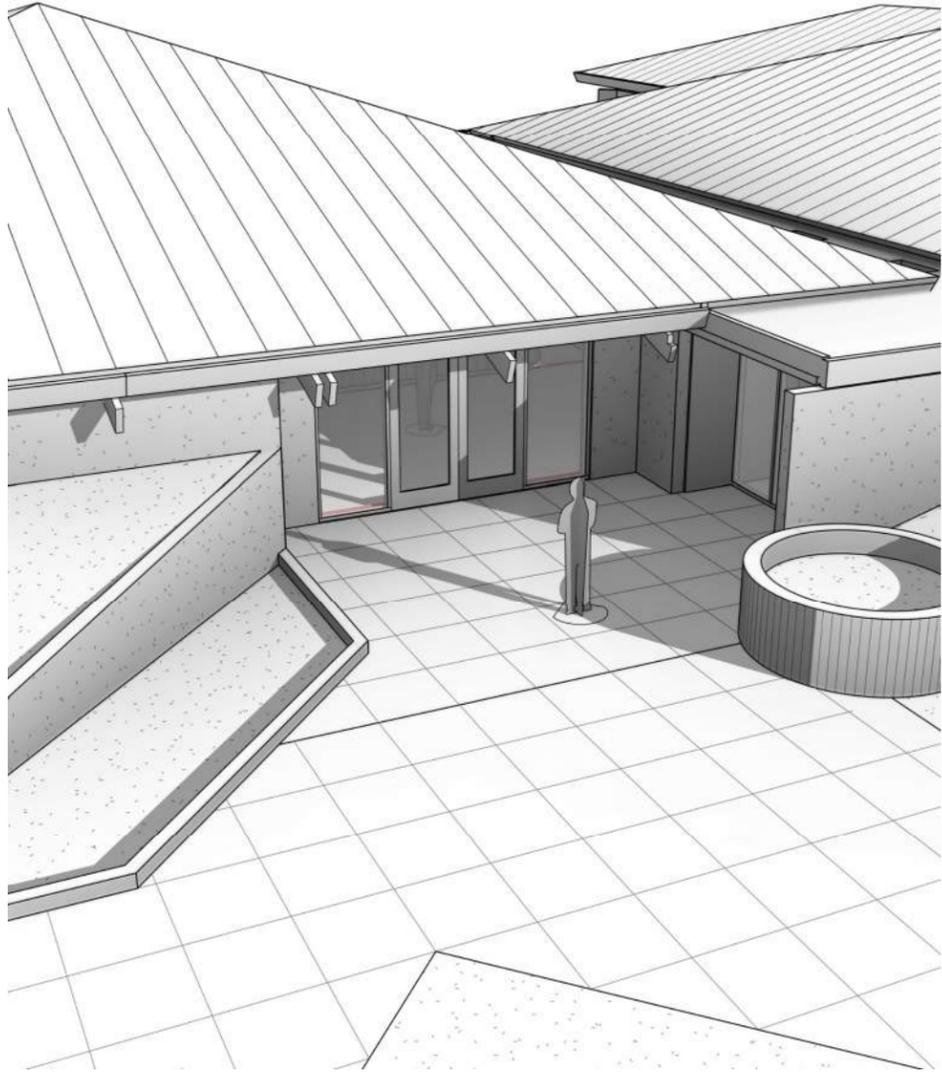
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4:00 P.M.

# FALL EQUINOX

NO CANOPY | SEPTEMBER 22



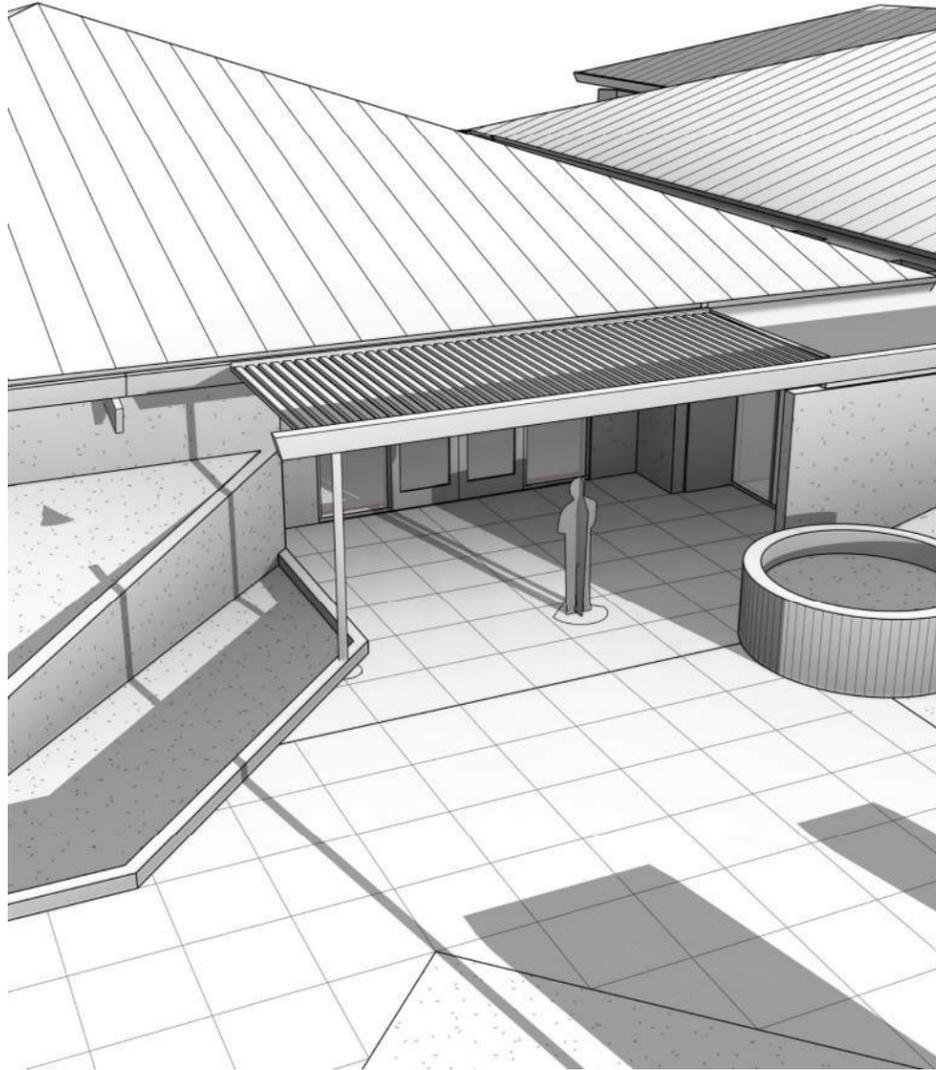
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NOON

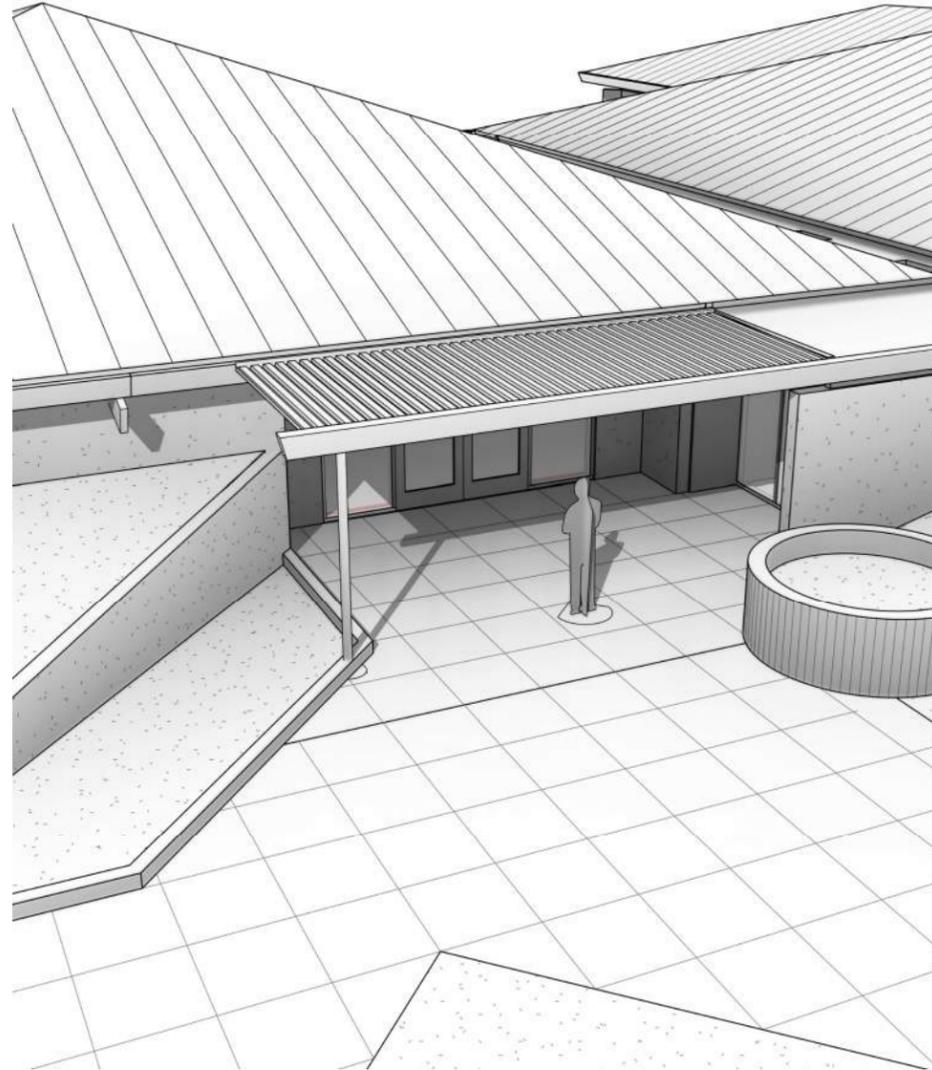
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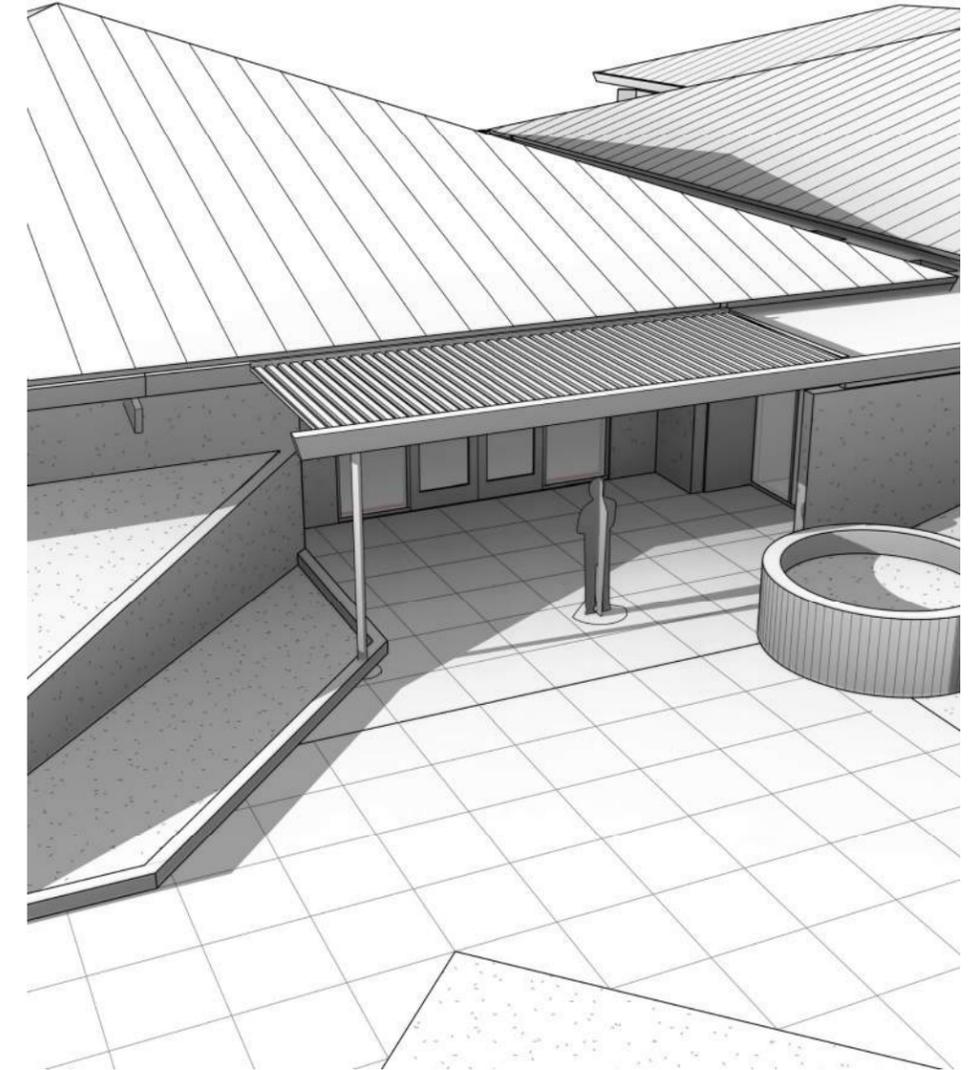
CANOPY | DECEMBER 21



8:00 A.M.



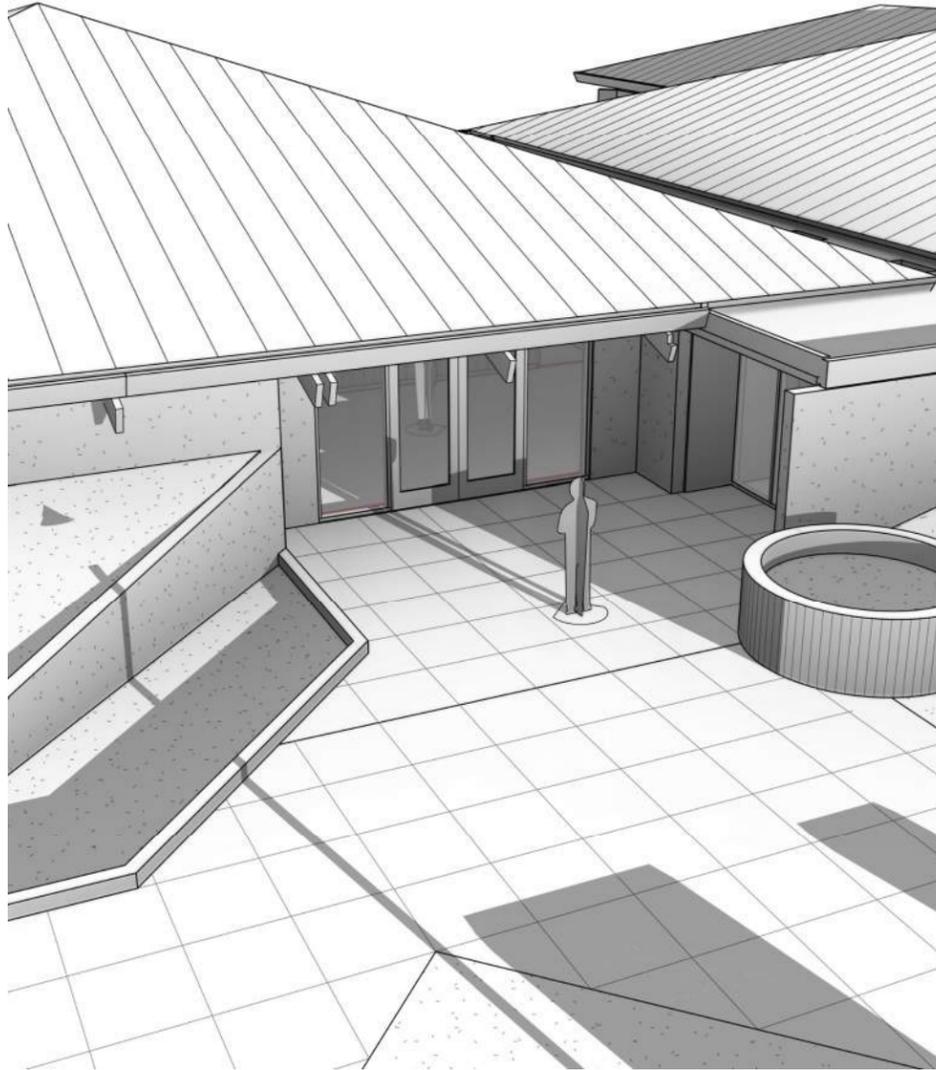
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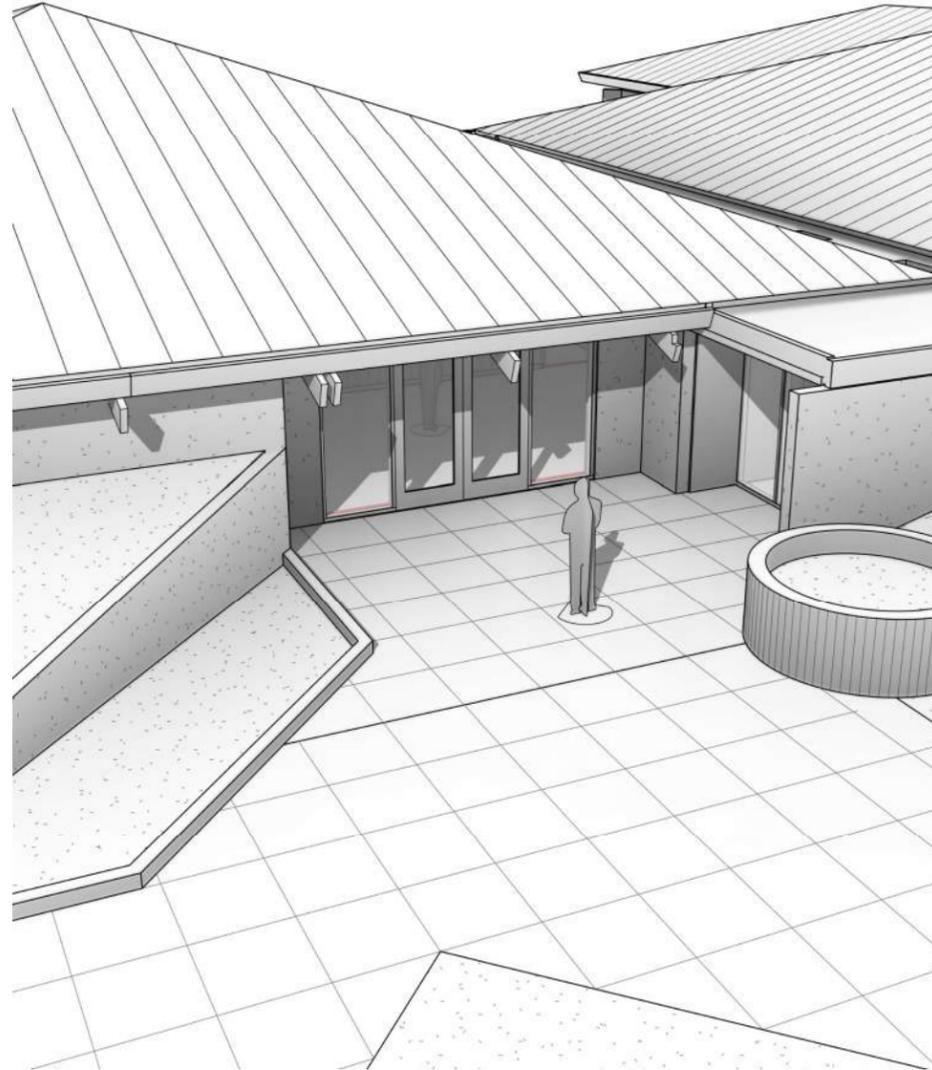
4:00 P.M.

# WINTER SOLSTICE

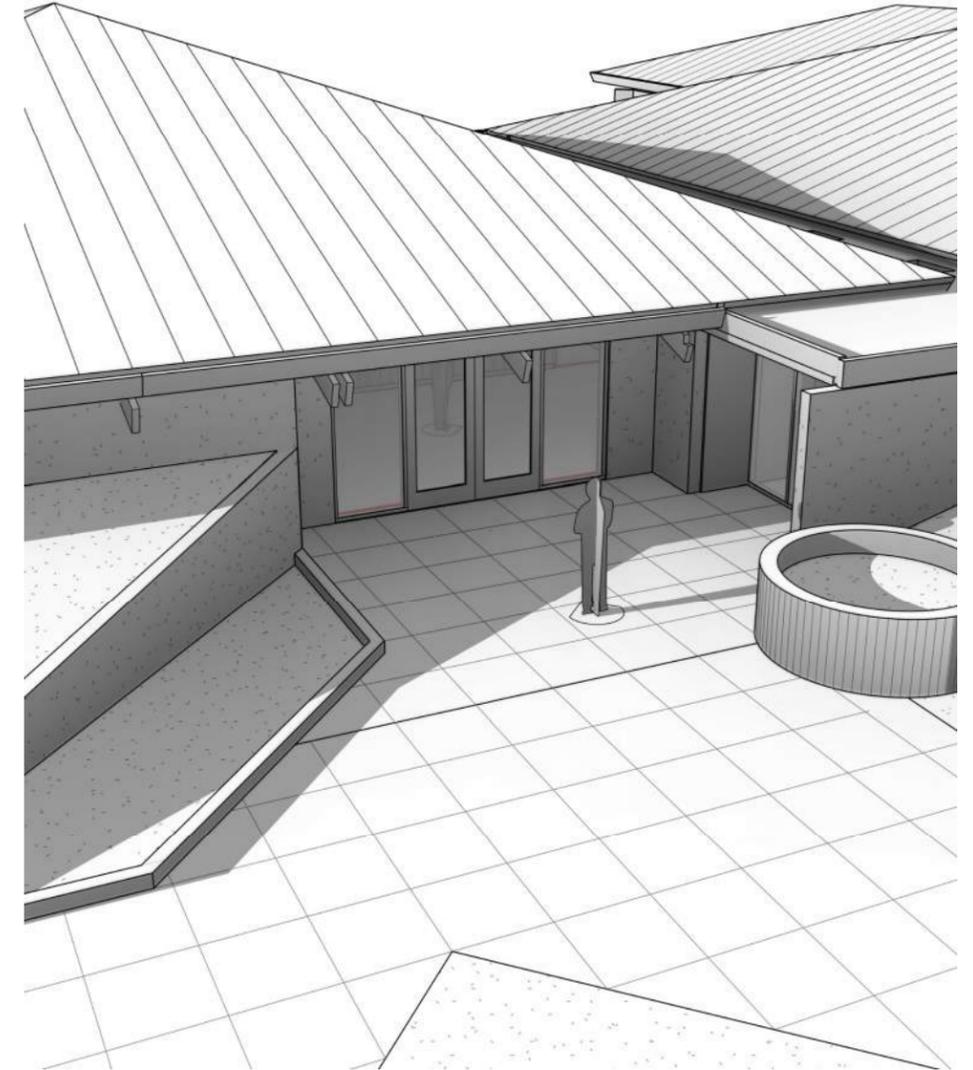
NO CANOPY | DECEMBER 21



8:00 A.M.



NOON



4:00 P.M.



## Action Report

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**File #:** 19-377

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill B. Keimach, Town Manager  
Dawn Marie Buckland, Deputy Town Manager  
Doug Allen, Chief Financial Officer

**DATE:** November 7, 2019

**DEPARTMENT:** Town Manager

**AGENDA TITLE:**  
Use of State Funds for Transit Services

**SUMMARY STATEMENT:**

Arizona Lottery Funds (ALF) distributed to cities, towns, and counties may only be used for specific public transportation purposes.

Previous distributions received by the Town were used for bus shelter maintenance and Ollie the Trolley services. Last year the trolley service was modified to provide transportation during peak season to the trailheads in an effort to reduce parking congestion. Ridership was limited though, with a high resulting cost per trip.

During the budget process, Council requested that staff return to Council in a work session prior to Thanksgiving to evaluate options for effective use of these funds. The study session will provide an overview of the funding source, and a discussion of needs that may be addressed by these funds.

**BUDGETARY IMPACT:**

Use of Arizona Lottery Funds (ALF) State-Shared Revenues: \$44,424.

**ATTACHMENT(S):**

PowerPoint  
LTAF Guidelines

# PUBLIC TRANSIT ARIZONA LOTTERY FUNDS (ALF)



November 7<sup>th</sup>, 2019

# ALF in 2018



## TOURISM

### Office Purpose & Description

Tourism and the hospitality industry are critical elements and contribute greatly to the Town's character. This industry generates about 40% of the Town's operating budget revenue. As a result, the Town dedicates significant resources to tourism promotion.

In FY2018 two expenditures were budgeted for tourism:

- 1.) The Town's contractual contribution to the Scottsdale Convention and Visitors Bureau (CVB) for FY 2016-17 was \$1,275,037. In FY 2017-18, the amount is \$1,311,900, calculated as 40.9% of the bed taxes collected from FY 2015-16, two years prior.
- 2.) The Town supports a trolley from several Town resorts to and from the Scottsdale Fashion Square mall during the holiday season.




	2016 Actuals	2017 Adopted Budget	2017 Amended Budget	2018 Adopted Budget
<b>Expenditures</b>				
Tourism Expenditures				
Professional and Technical Services	\$ 1,159,726	\$ 1,275,037	\$ 1,275,037	\$ 1,311,900
Event Funding	45,700	50,000	-	-
Seasonal Trolley Service	-	26,000	26,000	27,000
<b>Total Expenditures</b>	<b>1,205,426</b>	<b>1,351,037</b>	<b>1,301,037</b>	<b>1,338,900</b>
Less Expenses Charged to Other Funds	-	-	-	-
<b>Net Total General Fund Expenditures</b>	<b>\$ 1,205,426</b>	<b>\$ 1,351,037</b>	<b>\$ 1,301,037</b>	<b>\$ 1,338,900</b>

	FY2017 Adopted Budget	FY2018 Adopted Budget	Percent Change
	\$ 1,351,037	\$ 1,338,900	-0.9%

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## GRANT FUND

### Office Purpose & Description

The Grants Fund was established to account for grants from other governmental and non-profit agencies for specific purposes identified by the granting agencies.

The FY 2017-18 grant fund expenditures are estimated to be about \$88,000. This amount is basically a placeholder in the event the Town receives any new grant funding in FY 2017-18. The Town does anticipate a grant from ALF and GOHS.

	2016 Actuals	2017 Adopted Budget	2017 Amended Budget	2018 Adopted Budget
<b>Revenues (Sources)</b>				
ALF	\$ 40,759	\$ 40,000	\$ 40,000	\$ 40,000
ADOT	-	197,000	197,000	-
Police Grants	-	38,000	38,000	48,000
Transfer in from GF	5,393	-	-	-
<b>Total Sources</b>	<b>\$ 46,152</b>	<b>\$ 275,000</b>	<b>\$ 275,000</b>	<b>\$ 88,000</b>
<b>Expenditures</b>	<b>\$ 46,152</b>	<b>\$ 275,000</b>	<b>\$ 275,000</b>	<b>\$ 88,000</b>
<b>Beginning Fund Balance</b>	-	-	-	-
<b>Change in Fund Balance</b>	-	-	-	-
<b>Ending Fund Balance</b>	-	-	-	-

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# ALF in 2019

- [19-019](#) Minutes of Town Council Meeting January 10, 2019  
**Attachments:** [January 10 2019 Minutes](#)
- [19-030](#) Minutes of Town Council Meeting January 16, 2019  
**Attachments:** [January 16 2019 Minutes](#)
- [19-001](#) Consideration of the Acceptance of a Governor's Office of Highway Safety Grant for a motorcycle  
**Recommendation:** Authorize the Town Manager to sign a Governor's Office of Highway Safety grant for \$27,000 toward the purchase of a Zero Police Motorcycle.  
**Staff Contact:** Peter Wingert 480-948-7418  
**Attachments:** [2019-PTS-070 Contract.pdf](#)

## 19-027

### Approval of Agreement for Trolley Service for Peak Season Use Utilizing State-Dedicated Transit Funds

Transportation to provide Town trolley services from February through April 2019, in the amount not to exceed \$25,000.

**Staff Contact:** Douglas Allen, CFO, 480-948-7411

**Attachments:** [2019 Town Trolley Proposal](#)  
[2019 Town Trolley Route](#)  
[2019 Town Trolley Ridership](#)

#### 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.*

### Council Goals or Statutory Requirements:

Arizona Lottery Funds (ALF) are state shared revenues that are designated and restricted for public transportation uses only.

### SUMMARY STATEMENT:

During the 2018/19 budget process, "Ollie the Trolley: Resort Trolley" was discontinued. This Trolley had stopped at Town hall, four resorts, two trailheads and Scottsdale Fashion Square. Total ridership in 2017 was 2,715.

The Town receives state shared revenues including "Arizona Lottery Funds" ("ALF") that are restricted for public transportation uses only. The ALF funding is "use it or lose it" so if the Town has no allowable use for the funds, the Town must return them to the state.

Town Management and Directors have explored options and believe a modified trolley route would help address parking issues near the trailheads and would be the best use of the ALF funding for 2018/19. The route would be less in scope and only include stops with more frequent riders.

The Town Trolley is free to all riders and 100% paid by ALF. The Town Trolley would have stops at Town Hall, Camelback Inn, Echo Canyon Trailhead, Cholla Trailhead and Scottsdale Fashion Square. Fashion Square is then a hub where riders can transfer to Baseball Facilities and Downtown Scottsdale. The new route would reach Cholla Trail from a southbound direction, resolving a previous issue of pedestrians needing to cross the busy roadway. Services would be provided February 14 to April 27, 2019.



# ALF in 2020

## PUBLIC TRANSIT

### PROGRAM DESCRIPTION

Public transportation is recommended to be fully (100%) funded through funds distributed to jurisdictions from Valley Metro. The funding is from Arizona Lottery Fund (ALF); and the Deputy Town Manager acts as the program manager. No general fund resources are being requested or recommended for public transportation programs in the recommended 2019/20 budget.

Public transit is "defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers (i.e. typically 5 or more)" and "includes the planning and administrative support for such services". Some "special needs", "dial-a-ride", or other demand-responsive or carpool vehicles may have less than 5 passengers. Services can be contracted with a transit provider.

Examples of eligible expenditures include, but not limited to:

- ▶ Fleet, buses, vans and paratransit vehicles;
- ▶ Light and rapid rail construction projects;
- ▶ Passenger shelters, bus stop signs, and similar passenger amenities;
- ▶ Vehicle rehabilitation, remanufacture or overhaul;
- ▶ Storage or maintenance facility construction or rehabilitation;
- ▶ Provide access to bicycle transport, transit vehicles or to transit facilities;
- ▶ Lease of equipment when lease is more cost effective than purchase;
- ▶ Passenger information kiosks, scheduling technology, and weather information systems;
- ▶ Fuel, oil and maintenance costs for vehicles;
- ▶ Transit employee salaries;
- ▶ Marketing and administration of programs to encourage reductions in travel and promote alternative modes such as carpooling, vanpooling, walking, bicycling, and alternative work schedules.
- ▶ Marketing to advertise and promote transit service in the service area.

Funds under this program are required to be spend within two years of receipt. The table on the next page shows how the AFL funds have been used since FY2016/17.

The final grant submissions are typically due at the end of January. Staff will revisit this budget with Council before Thanksgiving to validate options for use of funds.



# ALF in 2020

# Updated Accounting

## PUBLIC TRANSIT

### ► EXPENDITURES ◀

The below table summarizes the Town's previous uses of ALF. It is recommended to continue the trip reduction program and maintenance of the bus stops. It is estimated that the Town will have up to \$38,153 for other programs in FY2020 as designated "To be allocated".

PUBLIC TRANSPORTATION Table 1 - Expenditures by CATEGORY						
REVENUE BY SOURCE	Budget	Projected	Change	Change	Actual	Actual
USES BY CATEGORY	2019/20*	2018/19	\$	%	2017/18	2016/17
Beginning fund balance, July 1	\$ 15,153	\$ 17,570	\$ (2,417)	-14%	\$ 12,916	\$ 16,503
Plus: ALF Revenue	38,000	37,737	263	1%	38,721	37,616
<b>Total Sources</b>	<b>53,153</b>	<b>55,307</b>	<b>(2,154)</b>	<b>-4%</b>	<b>51,637</b>	<b>54,119</b>
Trolley services	-	25,000	(25,000)	-100%	25,200	25,200
Bus stop maintenance	5,000	4,737	263	6%	-	-
Trip reduction	10,000	10,417	(417)	-4%	5,417	2,283
Bus stop refurbish	-	-	-	n/a	3,450	13,720
<b>To be allocated</b>	<b>38,153</b>	-	38,153	n/a	-	-
<b>Total Uses</b>	<b>53,153</b>	<b>40,154</b>	<b>13,153</b>	<b>32%</b>	<b>34,067</b>	<b>41,203</b>
Ending fund balance, June 30	\$ -	\$ 15,153	\$ (15,307)	-100%	\$ 17,570	\$ 12,916

Continuing the Trolley services is an option but is not recommended with this recommended budget. Further information on recommended use(s) of ALF will be brought to Council for discussion before Thanksgiving.

\$38,000 Estimated revenue in 2020\*  
 21,424 Carried from prior year(s)  
 (10,000) Less trip reduction  
 ( 5,000) Less bus stop maintenance  
 \$44,424 Designated by January 2020

\*No more than \$38,000 should be carried forward to FY2021



# ALF in 2020

## Public Transit

RECOMMENDED BUDGET 2019/20  
Page 159



April 25<sup>th</sup>, 2019

### Eligible Expenditures



Examples of eligible expenditures include, but not limited to:

- ▶ Fleet, buses, vans and paratransit vehicles;
- ▶ Light and rapid rail construction projects;
- ▶ Passenger shelters, bus stop signs, and similar passenger amenities;
- ▶ Vehicle rehabilitation, remanufacture or overhaul;
- ▶ Storage or maintenance facility construction or rehabilitation;
- ▶ Provide access to bicycle transport, transit vehicles or to transit facilities;
- ▶ Lease of equipment when lease is more cost effective than purchase;
- ▶ Passenger information kiosks, scheduling technology, and weather information systems;
- ▶ Fuel, oil and maintenance costs for vehicles;
- ▶ Transit employee salaries;
- ▶ Marketing and administration of programs to encourage reductions in travel and promote alternative modes such as carpooling, vanpooling, walking, bicycling, and alternative work schedules.
- ▶ Marketing to advertise and promote transit service in the service area.

1

### BUDGET SUMMARY



- ▶ Funds under this program are required to be spend within two years of receipt.
- ▶ There is an estimated \$38,000 new revenue in FY2020; and \$15,153 carried over from FY2019

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- ▶ It is recommended to continue the trip reduction program with \$10,000 and maintenance of the bus stops with \$5,000
- ▶ This leaves \$38,153 to be allocated

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- ▶ Continuing the Trolley services (\$25,000) is an option but is not recommended with this recommended budget.
- ▶ Further information on recommended use(s) of ALF will be brought to Council for discussion before Thanksgiving.

2



## Key Questions

Do we want to accept the funding?

If yes, to what public transportation need should it be applied?

Note: Following indication of Council preference, additional staff time will be required to determine the implementation plan for the preferred use. Staff will return in future study session with specific details.



“Esc” and Click to open  
LTAF II Guidelines

## Options to Consider

- Bus stop maintenance (ongoing)
- County air quality program (ongoing)
- Ride share vouchers
- Shuttle from bus stops to:
  - Resorts
  - Places of worship
- Bus pullouts at bus stops on Tatum
- Land acquisition for sidewalk completion (allows better access to bus stops)
- Shuttle options to alleviate parking issues at trailheads





November 7<sup>th</sup>, 2019

## **LTAf II PROGRAM GUIDELINES AND ELIGIBLE RECIPIENTS AND EXPENDITURES FOR PUBLIC TRANSPORTATION**

### **INTRODUCTION AND GUIDELINES**

Due to state budget cuts this program was discontinued earlier this year. This being the final distribution of LTAf II funding in the amount of \$5,366,000.00, which reflects collected funds from July 2009 – February 2010.

According to legislation enacted in 1998, cities, towns, and counties that receive \$2,500.00 or more in Local Transportation Assistance Fund II (LTAf II) funding annually are required to use the funding for public transportation. Additionally, a city, town, or county may enter into an agreement with a federally recognized Indian tribe for maintaining or operating public transit service provided by the Tribal government. Following is a general outline of eligible expenditures and recipients related to LTAf II funding.

As related to LTAf II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers (i.e. typically 5 or more) and which meets applicable state and federal safety and accessibility laws, rules, and regulations. The definition also includes the planning and administrative support for such services. It is the intent of the legislation to provide funds to communities and counties for the purpose of providing transportation service that is open to the following populations (further defined in the Glossary):

- The general public;
- Elderly persons;
- Persons with disabilities;
- Welfare recipients and "low-income" persons engaged in employment activities.

LTAf II funding is distributed directly to cities, towns, and counties in Arizona. Once the distribution is received by the jurisdiction, eligible entities to provide public transportation include:

- Cities, towns, and counties and other governmental entities;
- Federally recognized Tribal Governments;
- Private, not-for-profit agencies;
- Private, for-profit transportation providers to the general public, elderly, persons with disabilities, welfare recipients and low-income persons needing transportation for work related activities.

This eligibility does not typically include "community service organizations" which are not open to the general public, or which do not otherwise provide special-needs or low-income/welfare-to-work employment transportation service for employment purposes.

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, Some "special needs," "dial-a-ride," or other demand-responsive or carpool vehicles may have capacity of less than 5 passengers, and include vehicle types such as sedans or station wagons. In the event such a vehicle is used for transit purposes, it should have appropriate external identification.

In order for a "community service organization" to receive assistance from LTAF II funds, its *primary focus* in the provision of transportation service must be to the general public and/or one of the specific groups noted above (i.e., it cannot provide "exclusive" service which limits by charter or other governing condition, scheduling, routing, capacity or other restrictions, availability to one or more of these groups).

In the case of private, not-for-profit agencies and private, for-profit transportation providers, the city, town, or county receiving the LTAF II funding must enter into a contract or grant agreement with the proposed operator to provide the transportation service that is approved by its governing body. The contract and/or grant agreement, accompanied by Board or Council resolution, must be available to ADOT as evidence of the agreement.

The funding is intended to be used within or proximate to the community or county receiving the LTAF II distribution. Jurisdictions may enter into agreements to share LTAF II funding to provide eligible public transportation services across jurisdictional boundaries in order to meet the mutual public transportation needs of the communities involved. Additionally, the funds may be utilized to provide "vouchers" or other remuneration for services rendered to for-profit transportation companies when there is clear evidence that the service is for the general public, special-needs population, or "low-income" and "welfare to work" employment services.<sup>2</sup>

LTAF II projects must conform to a regional transportation plan. Additionally, use of LTAF II funding implies that all applicable state and federal Civil Rights statutes are to be complied with in the provision of transportation services rendered with these funds, including but not limited to, Title VI of the Civil Rights Act (as amended) and the Americans with Disabilities Act (as amended). It is the responsibility of the LTAF II jurisdiction in receipt of the funds and any end-use (grant or subcontract) recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation requirements, restrictions, and conditions.

Continuing from previous years' statutory requirements, the locally-sourced matching fund ratios are as follows, and may not be comprised of all-or-partial federal funds:

For jurisdictions greater than 50,000 in population: 1:1 ratio or 100% of the grant amount, a.k.a. 50/50, the latter referring to 50% of the combined grant amount and minimum required local contribution. Example: A grant of \$100 needs to be matched by \$100 in local funds.

For jurisdictions less than 50,000 in population: 25% of the grant amount. A \$100 grant is matched with at least \$25 in locally-sourced funds. Additional local funds provided are an "over-match."

### **2 Year Expenditure Limit & Waiver**

Funds distributed to eligible counties, and incorporated cities and towns must be utilized within a two-year timeframe. For example, LTAF II distributions received in SFY 2011 must be expended on or before February 28, 2013. LTAF II funding is distributed on an annual basis to cities, towns, and counties. In the instance an entity has not, or does not expect to, expend all of its funds within this timeframe, it must submit a letter to ADOT requesting a waiver if it wishes to retain those funds. **Waivers are granted for a maximum one (1) year**

**extension.** Granting of waivers is not automatic and requests are subject to ADOT or other State review. If an entity does not request a waiver—or otherwise does not meet the two-year expenditure limit—unspent funds are subject to remittance to the State Treasurer’s Office to be redistributed into the statewide fund.

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When LTAF II funds are utilized as vouchers or other remuneration for services, the grant recipients must document what conditions are placed on the provision of services, such as detail of fare structure, hours of operation, service area, eligible passengers, etc.

## **LTAf II ELIGIBLE PUBLIC TRANSPORTATION EXPENDITURES**

### **Planning and Training Related Expenses**

LTAf II funding may be used for transit planning studies or portions of planning studies focused on transit planning needs for the community. Additionally transit training activities are eligible. Included in this category are:

- Short and long range transit related plans and programs to develop, implement, or enhance transit patronage;
- Transit training for activities related to transit procurement and operations; and
- Transit related memberships in organizations and associations associated with transit activities.

### **Capital Expenses**

Capital expenses include the acquisition, construction and improvement of public transit facilities and equipment needed for a safe, efficient and coordinated public transportation system. Examples of eligible capital expenditures include, but are not limited to:

- Buses;
- Vans or other paratransit vehicles;
- Light and rapid rail construction projects;
- Radios and communications equipment;
- Passenger shelters, bus stop signs, and similar passenger amenities;
- Bus "turn-out" lanes or bays;
- Wheelchair lifts and restraints;
- Vehicle rehabilitation, remanufacture, or overhaul;
- Storage and/or maintenance facility designed and used to house transit vehicles or equipment;<sup>3</sup>
- Car and van pooling vehicles;
- Extended warranties which do not exceed the industry standard;
- Operational support such as computer hardware or software;
- Installation costs; vehicle procurement, testing, inspection and acceptance costs;
- Construction or rehabilitation of transit facilities including design, engineering and land acquisition;
- Facilities to provide access for bicycles to transit facilities or equipment for transporting bicycles on transit vehicles;
- Lease of equipment or facilities when lease is more cost effective than purchase;
- The capital portion of costs for service provided under contract. Such costs are commonly referred to as the "capital cost of contracting" and include depreciation, interest on facilities and equipment, as well as those allowable capital costs that would otherwise be incurred directly, including maintenance;
- Transit related intelligent transportation systems, (e.g. passenger information kiosks, scheduling technology, vehicle locator or tracking systems, and road and weather information systems).

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<sup>3</sup> In order for a storage or maintenance facility or equipment to be eligible for LTAf II funding, their use must be primarily for "transit-specific" activities. A maintenance garage or parking lot that is used primarily for street maintenance equipment but occasionally services public transit vehicles would not be eligible unless the recipient agency's budget line-item specifically allocates a prescribed portion to transit use.

### **Operating Expenses**

Operating expenses are considered those costs directly related to system operations. At a minimum, the following items are considered operating expenses:

- Fuel and oil for vehicles;
- Drivers' salaries and fringe benefits;
- Dispatcher salaries and fringe benefits;
- Licenses;
- Insurance
- Space rental (appropriate to transit related operations)
- Maintenance may be treated as either operating or capital for funding purposes.

### **Other Eligible Expenses**

Additional expenses related to public transportation are also eligible for LTAF II funding. The eligible expenses include:

- Marketing and administration of Transportation Demand Management (TDM) programs to encourage reductions in travel and promote alternative modes of travel. Such programs would include:
  - Carpooling and vanpooling
  - Transit usage
  - Walking and bicycling<sup>4</sup>
  - Alternative work schedules
- Marketing to advertise and/or promote transit service in the service area.
- Expenses related to financial reporting requirements related to LTAF II.

### **Exceptions**

If the grant recipient or end-use provider has a situation that varies from the eligible recipients and expenditures outlined above, it must contact ADOT to seek clarification regarding eligibility. Additionally, notification to the respective COG/MPO/RPTA apprising them of the request should occur.

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<sup>4</sup> Does not include the construction of bicycle or pedestrian facilities, such as sidewalks or bike lanes.

## GLOSSARY OF TERMS

**LTAF II** -- Local Transportation Assistance Fund II (LTAF II) is legislated funding derived from Powerball lottery revenues and provides for additional public transportation funding in Arizona. HB 2565 is the original enabling legislation that governed the first two years of the LTAF II program (1999 and 2000). SB 1556, enacted in 2000, modifies HB 2565 with the primary intent being the application of more of the funding to transit use. Up until the SFY 2002 distribution, the majority of funding for the LTAF II program was derived from vehicle license tax (VLT) revenues. HB 2329 was passed in 2000 and replaced the VLT input with state general fund revenues.

This distribution reflects collected moneys from July 2009 – February 2010. Due to state budget cuts this program was discontinued in 2010, this being the final distribution in the amount of \$5,366,000.00 in 2011.

**General public** - Describes all individuals, regardless of age, race, minority status or physical or mental condition.<sup>1</sup>

**Elderly persons** - Describes persons who are 60 years of age or older.<sup>1</sup>

**Persons with disabilities** - Typically describes individuals with irreparable or otherwise chronic, long-term physical or mental impairments that impede significant life functions. As the term is used here, a "disability" does not typically imply or involve temporary or otherwise non-recurrent injury or impairment due to accident or illness.<sup>2</sup>

Programs funded by LTAF II which are focused on persons with disabilities may provide service to the general public as well as to welfare recipients and low income employment activities when service to these populations does not have a detrimental impact on service to its primary clientele group (i.e. scheduling, routing or documented conflict concerns regarding clientele-mix, as determined by the operator, within federal civil rights parameters).

**Public Transportation or Transit** - For the purposes of these application materials and the LTAF II Program in general, the terms "Public Transportation" and "Transit" are interchangeable.

**Welfare Recipient and Low Income Employment Activities** - Describes service which is oriented to persons who are either welfare recipients or are under the federally

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<sup>1</sup>A provider may place conditions on passenger age if it can document that it is not generally appropriate to its clientele group (such as a senior program), or cannot provide service to that individual(s) in a safe and responsive manner. An example of such a condition may be that service to a child under a specific age cannot be provided unless a travel assistant or guardian accompanies him/her. All operating policies should be spelled out by the provider in a transportation service policy or guidelines document. <sup>2</sup>Situations may arise where it is permissible for a service provider to refuse to provide transportation to an individual(s). One such condition is when it can be documented that service cannot be provided in a safe and responsible manner to the individual(s), the passengers, or the driver/operator – based on an assessment of the individual's condition and/or behavior or driver/operator's skills and capabilities. See the Americans With Disabilities Act (ADA) for further detail on what limitations may be placed on boarding refusals or operator-initiated de-boarding actions en route. Also see the ADA for other limitations or

defined "low income" threshold (see following definitions), who require transportation to government or privately-sponsored employment or employment programs, including but not limited to traditional "welfare-to-work" programs such as Access to Jobs, Temporary Assistance To Needy Families (TANF), etc.

**Welfare Recipient**--An individual who receives or received aid or assistance under a state program funded under Part A of Title IV of the Social Security Act (whether in effect before or after the effective date of the amendments made by Title I of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193); (110 Stat. 2110)) at any time during the three-year period before the date on which the applicant applies for a grant.

**Low-Income Individual**--An individual whose family income is at or below 150 percent of the poverty line (as that term is defined in Section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2)) including any revisions required by that section for a family of the size involved, as calculated by HHS. The 1999 guidelines were published in the March 18, 1999, (Volume 64, Number 52) Federal Register, page 13428-13430, and are available on the web at [<http://www.aoa.gov/network/99hhspov.html>].

required or otherwise advised service conditions such as service animals, medical equipment such as oxygen tanks, travel companions or assistants, etc.



## Action Report

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**File #:** 19-395

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Discussion or consultation with the Town Attorney to consider the Town's position regarding contract negotiations with Experience Scottsdale as authorized by A.R.S. §38 431.03(A)(4).



## Action Report

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**File #:** 19-390

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Discussion and consultation with the Town Attorney regarding contract negotiations, pending or contemplated litigation, or settlement agreements related to Five Star Development project as authorized by A.R.S. §38-431.03(A)(4) and/or discussion and consultation with the Town Attorney for legal advice regarding the development agreement and associated agreements with Five Star Development as authorized by A.R.S. §38-431.03(A)(3).



# Town of Paradise Valley

6401 E Lincoln Dr  
Paradise Valley, AZ 85253

## Action Report

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**File #:** 19-391

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Discussion or consultation with the Town Attorney to consider the Town's position regarding Development Agreement negotiations related to the East Lincoln Drive South Development Area as authorized by A.R.S. §38 431.03(A)(4) and/or legal advice regarding the development area as authorized by A.R.S. §38 431.03(A)(3.)



# Town of Paradise Valley

6401 E Lincoln Dr  
Paradise Valley, AZ 85253

## Action Report

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**File #:** 19-392

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**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).**



## Action Report

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**File #:** 19-398

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill Keimach, Town Manager

**DATE:** November 7, 2019

**DEPARTMENT:** Town Manager

**AGENDA TITLE:**  
Experience Scottsdale Update and Questions & Answers

**RECOMMENDATION:**  
Receive the annual report from Experience Scottsdale and provide feedback

**SUMMARY STATEMENT:**

The Town of Paradise Valley entered into an agreement with Experience Scottsdale in 2010 to promote the Town's hospitality industry with the purpose of bringing additional business to the Town's resorts.

Rachel Sacco, President and CEO of Experience Scottsdale, will present an annual review of services provided pursuant to the contract and discuss estimated business generated. There will be an opportunity for Council Members to ask questions following the presentation.

**ATTACHMENTS:**  
Experience Scottsdale Presentation

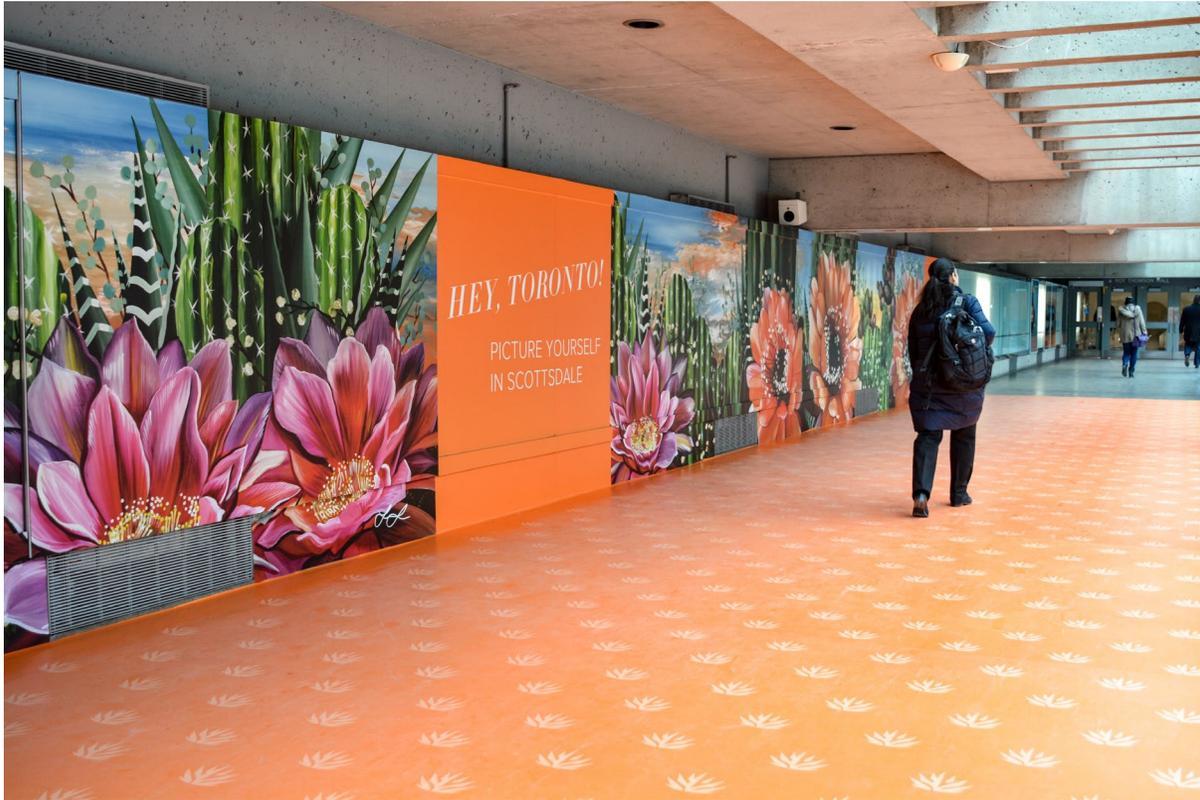
# EXPERIENCE SCOTTSDALE

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SCOTTSDALE  
ARIZONA

# ANNUAL REVIEW



# COMMUNICATIONS

Fiscal Year	Year to Date	% of Annual Goal
FY 18-19	537 articles	275%
FY 19-20	106 articles	54%



With over 330 days of sunshine every year, Scottsdale, Arizona beckons with its steady, heady heat. During Hollywood's golden era, Scottsdale was a natural extension to the playground of the stars, drawing the likes of Dean Martin, Frank Sinatra and Bing Crosby, who favoured hotel lounges and poolside parties. Decades later, "snowbirds" - mostly Canadians escaping cold winters - and retirees discovered this nearby paradise with its sunny, semi-arid climate and dramatic palm-lined boulevards. Coming full circle, Scottsdale has once again piqued the interest of celebrities, with sightings of Lady Gaga, Beyoncé and Jennifer Aniston frequently being reported. The main draw this time? Spas.

This is spa country. The Greater Phoenix area (including Scottsdale) has over 400,000 sq. ft. of dedicated spa space. Many of these luxury spas and resorts routinely top every American and international "best of" spa list. Combined with a magnificent food scene and the

charming, warm Southwest aesthetic, Scottsdale is becoming a top destination for those seeking some serious pampering.

When planning your trip, keep in mind this area is in the Sonoran Desert - it's hot. Peak season is usually from November through March. But if soaring temperatures don't bother you, coming in the summer will fetch you a great deal as many resorts reduce prices dramatically during this period. Golf carts are a given at these expansive properties, so don't worry, you'll never be out in the open sun longer than you choose to. Bring your bathing suit to your spa treatment and plan on going early and staying late to make the most of the spectacular amenities at these luxury resorts.

*Scottsdale is becoming a top destination for those seeking some serious pampering.*



## OMNI SCOTTSDALE RESORT & SPA AT MONTELUCIA

Inspired by the Andalusia region in Spain, the Omni Scottsdale Resort & Spa at Montelucia is an intimate, picturesque property dotted with lively fountains and floral walkways. This is where former US President, Barack Obama was based when he visited the area in February 2009.

The resort's Joya Spa is modeled after Moroccan hammams - rich in deep, earthy colours and exotic with Moorish flourishes. Treatment rooms feel as if they're extensions of a plush bedroom lavishly decorated with jewel-toned throws and pillows. Indulge in the Arnica and Hot Towel Massage (starting at US\$239 for 80 min), a deep tissue massage using the essential oils of arnica, sage, lavender and spearmint, all proven to help soothe inflamed, sore muscles. As the massage progresses, a series of hot towels are placed over the treated areas, promoting the extracts' healing properties.



Omni Scottsdale Resort & Spa at Montelucia  
4945 E. Lincoln Drive  
Paradise Valley, AZ  
OmniMontelucia.com



SCOTTSDALE  
ARIZONA

# CONVENTION SALES



Fiscal Year	Year to Date	% of Annual Goal
FY 18-19	177 bookings	221%
FY 19-20	51 bookings	54%

# MARKETING & ADVERTISING

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- **Magazine Placements**

- *Elite Traveler, Food & Wine, EnRoute and Links*

- **Out of Home Campaigns**

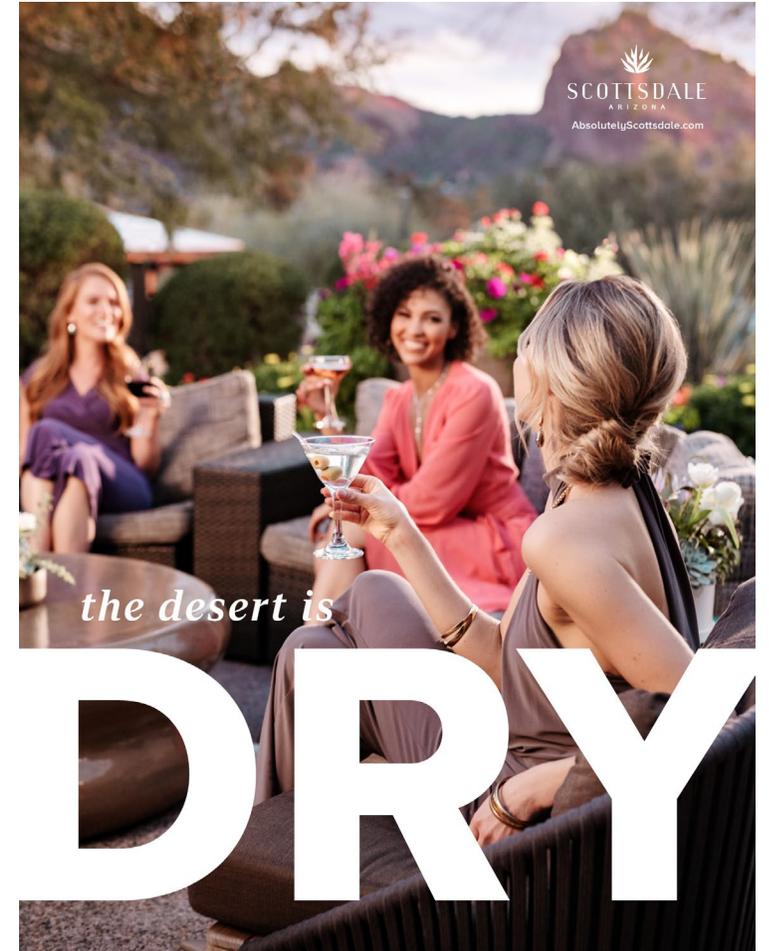
- Toronto GO Trains

- **Television, Radio & Streaming**

- Chicago, Los Angeles and New York

- **Pay-Per-Click Advertising**

- Google and Facebook



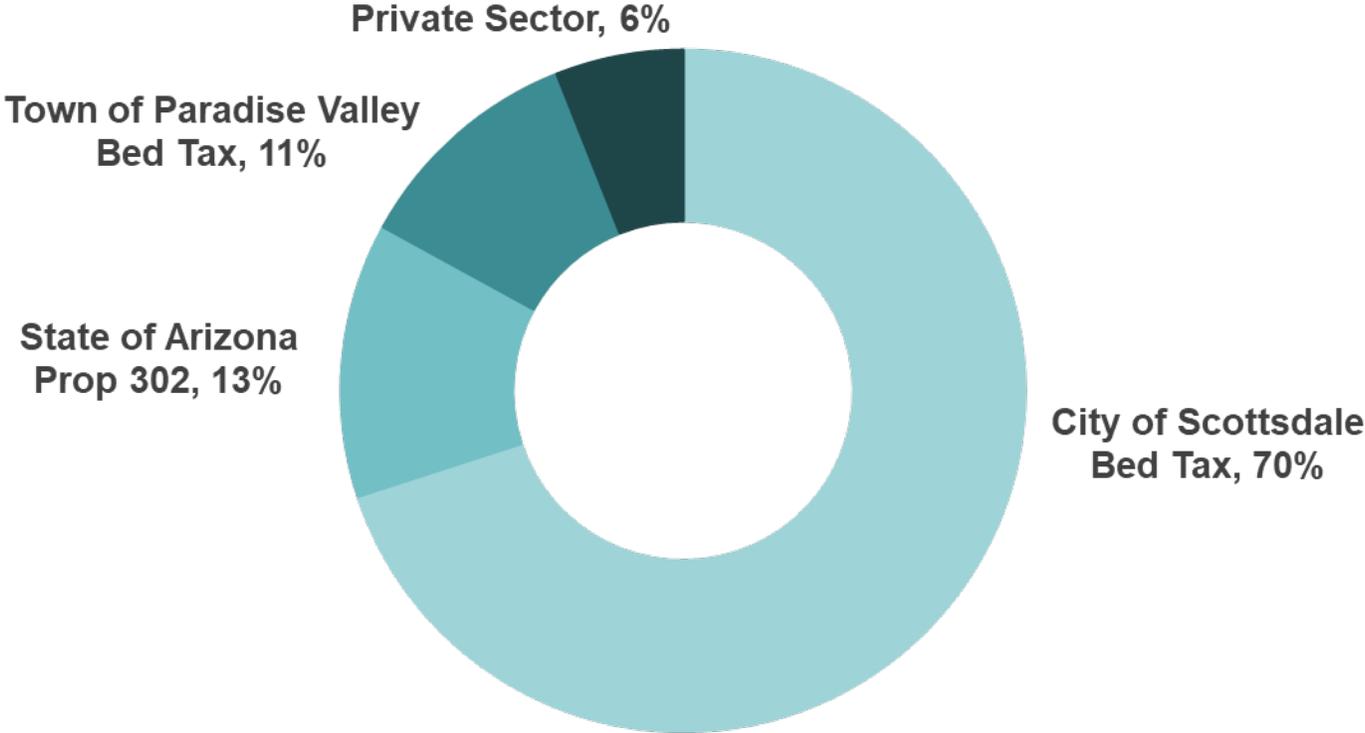
# PRIVILEGE TAX COLLECTIONS

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REPORTING PERIOD	FOR BUSINESS ACTIVITY IN	BED- AND SALES-TAX REVENUE
August 2015 – September 2019	July 2015 – August 2019	<b>\$39,322,823</b>

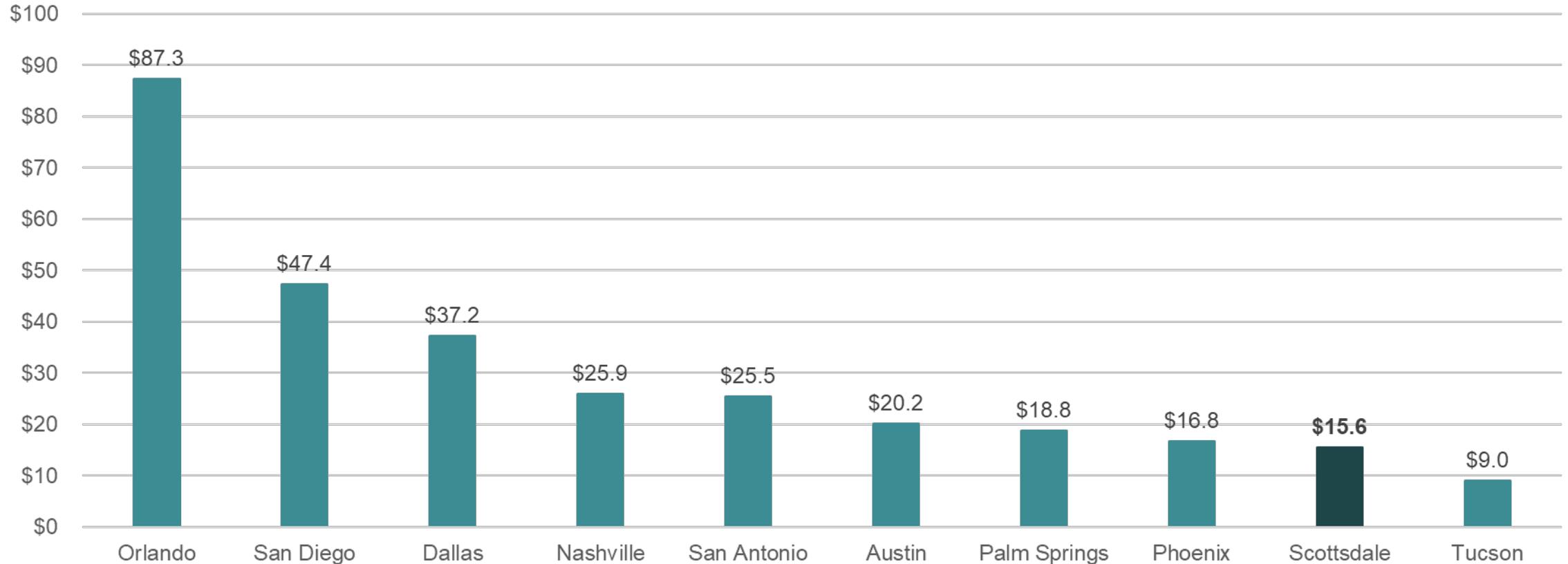
# ANNUAL FINANCIAL AUDIT

## FY 2019-20 BUDGET



# DESTINATION COMPETITION

FY 2018-19



# PROGRAM COSTS

	All Destination Marketing Organizations	Experience Scottsdale
<b>Personnel</b>	40%	35%
<b>Admin/General</b>	12%	8%
<b>Programs</b>	48%	57%



**DOUG HEATON**  
Experience Scottsdale Board Chair

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**SCOTTSDALE**  
ARIZONA

THANK YOU!

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SCOTTSDALE  
ARIZONA



## Action Report

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**File #:** 19-399

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill Keimach, Town Manager

**DATE:** November 7, 2019

**DEPARTMENT:** Town Manager

**AGENDA TITLE:**  
Recognition of Be Kind America Week

**RECOMMENDATION:**  
Present a Proclamation declaring November 10 through November 16 to be, Be Kind America Week

**SUMMARY STATEMENT:**

In conjunction with World Kindness Day on November 13, 2019, the Phoenix-based Be Kind People Project is encouraging municipalities to issue proclamations encouraging citizens to combat incivility with kindness and teach children skills to express positivity, helpfulness, honesty, and responsibility.



Office of the Mayor  
and Council

# Proclamation

*WHEREAS, annual national opinion polls show the overwhelming majority of individuals believe that the lack of civility is a serious issue that is getting worse; and*

*WHEREAS, kindness is a force, without force, that goes to the heart of how people respect, love, honor, communicate with and treat one another. Kindness is acting intentionally to extend good to other people. It is a state of mind and a way of life to be lived every day at home with family, friends, or in the community with strangers. It starts at the local level; and*

*WHEREAS, the Be Kind People Project is a national 501(c)3 public non-profit based in Phoenix, Arizona that believes the best way to change the trajectory of incivility is to give children the knowledge and key skills to express and practice kindness each and every day. Their empowerment begins with an understanding of how to put The Be Kind Pledge™ into action: be encouraging, be supportive, be positive, be helpful, be honest, be considerate, be thankful, be responsible, be respectful and be a friend; and*

*WHEREAS, it takes strength, courage and wisdom to practice and commit to the clear understanding of kindness. Kindness should not be confused with politeness. It is more than opening doors and saying please and thank you. Politeness reveals little about internal goodness. Kindness on both the giving and receiving end touches our very core; and*

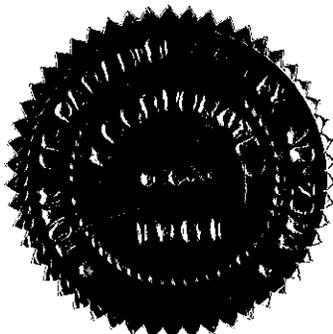
*WHEREAS, in conjunction with World Kindness Day, November 13, 2019, and acknowledging The Be Kind People Project and the impact of spreading the message of kindness. It is important to the wellbeing and success of our Town that we not only recognize the importance of kindness on this day, but in our day to day engagement, and throughout the rest of the year as well.*

*NOW, THEREFORE, I, Jerry Bien-Willner, Mayor of the Town of Paradise Valley, do hereby proclaim November 10 through November 16 to be:*

## ***Be Kind America Week***

*and I commit this observance to the people of Paradise Valley, Arizona.*

*IN WITNESS WHEREOF, I have set my hand and caused to be affixed the seal of the Town of Paradise Valley this 7th day of November 2019.*



\_\_\_\_\_  
Jerry Bien-Willner, Mayor

Attest:

\_\_\_\_\_  
Duncan Miller, Town Clerk

Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, Arizona  
85253-4328

(480) 348-3690  
(480) 951-3715 Fax  
(480) 483-1811 TDD



# Town of Paradise Valley

6401 E Lincoln Dr  
Paradise Valley, AZ 85253

## Action Report

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**File #:** 19-393

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**TOWN COUNCIL MEETING  
6401 E. LINCOLN DRIVE  
PARADISE VALLEY, ARIZONA 85253  
MINUTES  
Thursday, October 24, 2019**

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**1. CALL TO ORDER / ROLL CALL**

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, October 24, 2019 at 3:05 p.m. in the Town Hall Boardroom.

**COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner  
Council Member Ellen Andeen  
Council Member Paul Dembow  
Vice Mayor Scott Moore  
Council Member Julie Pace  
Council Member Mark Stanton  
Council Member Anna Thomasson

**A motion was made by Council Member Pace, seconded by Vice Mayor Moore, to go into executive session to discuss items 19-356 and 19-357 at 3:05 PM. The motion carried by the following vote:**

**Aye:** 7 - Mayor Bien-Willner  
Council Member Andeen  
Council Member Dembow  
Vice Mayor Moore  
Council Member Pace  
Council Member Stanton  
Council Member Thomasson

**2. EXECUTIVE SESSION**

- 19-356      Discussion and consultation with the Town Attorney regarding contract negotiations, pending or contemplated litigation, or settlement agreements related to Five Star Development project as authorized by A.R.S. §38-431.03(A)(4) and/or discussion and consultation with the Town Attorney for legal advice regarding the development agreement and associated agreements with Five Star Development as authorized by A.R.S. §38-431.03(A)(3).**

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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. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

- 19-357** Discussion or consultation with the Town Attorney to consider the Town's position regarding Development Agreement negotiations related to the East Lincoln Drive South Development Area as authorized by A.R.S. §38 431.03(A)(4) and/or legal advice regarding the development area as authorized by A.R.S. §38 431.03(A)(3.)
- 19-368** 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).

### **3. STUDY SESSION ITEMS**

#### **STAFF MEMBERS PRESENT**

Town Manager Jill Keimach  
Town Attorney Andrew Miller  
Deputy Town Manager Dawn Marie Buckland  
Deputy Town Attorney Deborah Robberson  
Town Clerk Duncan Miller  
Police Chief Peter Wingert  
Town Engineer Paul Mood  
CFO Douglas Allen  
CIO Steven Brunasso  
Capital Projects Administrator Jason Harris

Mayor Bien-Willner convened the Study Session at 5:26 PM.

#### **19-385 Project Update for Lincoln Dr, Mockingbird Ln, and Indian Bend Rd Improvements**

Town Manager Jill Keimach provided an overview of the construction manager at risk contract (CMAR) and associated project manager contract for the Lincoln Drive, Mockingbird Lane, and Indian Bend Road improvements surrounding the Five Star Development project. This road improvement project was required as part of the Development Agreement executed in 2016. She noted that the contract is scheduled for action later in the meeting.

The Council discussed the Town's obligations under the Development Agreement. Ms. Keimach confirmed that Town is satisfying its legal obligations and meeting required timelines pursuant to the agreement.

Mayor Bien-Willner recessed the meeting at 6:14 PM.

### **4. BREAK**

**5. RECONVENE FOR REGULAR MEETING**

Mayor Bien-Willner reconvened the meeting at 6:15 PM.

**6. ROLL CALL**

**COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner  
Council Member Ellen Andeen  
Council Member Paul Dembow  
Vice Mayor Scott Moore  
Council Member Julie Pace  
Council Member Mark Stanton  
Council Member Anna Thomasson

**STAFF MEMBERS PRESENT**

Town Attorney Jill Keimach  
Town Attorney Andrew Miller  
Town Clerk Duncan Miller  
Police Chief Peter Wingert  
Town Engineer Paul Mood  
Chief Financial Officer Douglas Allen  
Chief Information Officer Steven Brunasso  
Public Works Director Brent Skoglund  
Community Development Director Jeremy Knapp

**7. PLEDGE OF ALLEGIANCE\***

Cherokee Elementary School fifth graders Ashley Rutledge and Avery Shaughnessy lead the Pledge of Allegiance.

**8. PRESENTATIONS**

**19-375            Informational Update on Cherokee Elementary School Renovation Project**

Tom O’Neil, of Orcutt/Winslow Architects, John Thomasson, of Core Construction, and Cherokee Elementary School Assistant Principal Paul Andersen presented a three-phase plan to reconstruct Cherokee Elementary School. Construction was scheduled to start in December 2019 and be completed by March 2021.

**19-383            Presentation of Elder Abuse Public Service Announcement**

Police Chief Peter Wingert presented a public service announcement that was produced by the Paradise Valley Police Department in cooperation with the Crime Prevention Association of Arizona regarding fraud and identity theft prevention. Mayor Bien-Willner presented certificates of appreciation to those involved in the filming.

**19-381 Recognition of the Government Finance Officers Associations Awards for the Town's CAFR, PAFR and Budget Document**

Chief Financial Officer Douglas Allen presented the Council with three awards from the Government Finance Officers Association for achievements in financial reporting and budget. The recognitions included: Certificate of Achievement in Financial Reporting for the Comprehensive Annual Financial Report, Distinguished Budget Award, and Award for Outstanding Achievement in Popular Annual Financial Reporting.

**9. CALL TO THE PUBLIC**

There were no public comments.

**10. CONSENT AGENDA**

**19-370 Minutes of Town Council Special Meeting October 4, 2019**

**19-371 Minutes of Town Council Meeting October 10, 2019**

**A motion was made by Council Member Dembow, seconded by Council Member Stanton, to approve the Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Mayor Bien-Willner  
Council Member Andeen  
Council Member Dembow  
Vice Mayor Moore  
Council Member Pace  
Council Member Stanton  
Council Member Thomasson

**11. PUBLIC HEARINGS**

There were no public hearings.

**12. ACTION ITEMS**

**19-378 Award of Construction Manager at Risk Construction Contract for Lincoln Dr, Mockingbird Ln, and Indian Bend Rd Improvements**

Town Engineer Paul Mood summarized the proposed Construction Manager at Risk Construction contract with Achen-Gardner Construction to improve the public roads surrounding the Five Star Development project, as required by the Development Agreement executed in January 2016.

He stated that construction was anticipated to begin in January 2020 and be completed by the end of

February 2021 for an amount not to exceed \$13,200,821.65.

There were no public comments.

**A motion was made by Council Member Stanton, seconded by Council Member Pace, to Authorize the Town Manager to execute the construction manager at risk construction contract with Achen-Gardner Construction LLC in the amount not to exceed \$13,200,821.65 in a form substantially similar to the contract provided in the Action Report. The motion carried by the following vote:**

**Aye:** 7 - Mayor Bien-Willner  
Council Member Andeen  
Council Member Dembow  
Vice Mayor Moore  
Council Member Pace  
Council Member Stanton  
Council Member Thomasson

Council Member Pace left the meeting by joined by telephone.

**19-379 Award of Construction Management Services Contract for Lincoln Dr, Mockingbird Ln, and Indian Bend Rd Improvements**

Mr. Mood summarized the proposed construction management services contract with Wood Patel & Associates to help manage and oversee the contract with Achen-Gardner Construction to improve the perimeter roads around the Five Star Development project. He noted that such a contract is common and necessary when a municipality lacks the resources to oversee such a large project.

There were no public comments.

**A motion was made by Council Member Dembow, seconded by Council Member Andeen, to Authorize the Town Manager to execute the construction management services contract with Wood Patel & Associates in the amount not to exceed \$453,860.00 The motion carried by the following vote:**

**Aye:** 7 - Mayor Bien-Willner  
Council Member Andeen  
Council Member Dembow  
Vice Mayor Moore  
Council Member Pace  
Council Member Stanton  
Council Member Thomasson

**19-376 Appointment of the Presiding Judge and Associate Judges of the Municipal Court**

Mayor Bien-Willner summarized the duties and jurisdiction of the Paradise Valley Municipal Court. He explained the process followed to select and review judges for appointment to the Town's all-volunteer bench.

Council Member’s express appreciation to the judges for volunteering their time and expertise to the Town.

There were no public comments.

**A motion was made by Council Member Dembow, seconded by Council Member Stanton, to Make the following appointments to the Paradise Valley Municipal Court for the term November 1, 2019 - October 31, 2021:**

- J. Tyrell Taber, Presiding Judge**
- John L. Auran, Associate Presiding Judge**
- Steven A. Cohen, Associate Judge**
- Jack Cunningham, Associate Judge**
- Charlene D. Jackson, Associate Judge**
- Stanley J. Marks, Associate Judge**
- Jeffrey R. Timbanard, Jr., Associate Judge**
- Terry A. Gould, Associate Judge**
- Karen Nagle, Associate Judge (New appointment)**
- Linda Lory, Associate Judge (New appointment)**

**The motion carried by the following vote:**

- Aye:** 7 - Mayor Bien-Willner
- Council Member Andeen
- Council Member Dembow
- Vice Mayor Moore
- Council Member Pace
- Council Member Stanton
- Council Member Thomasson

Mayor Bien-Willner administered the Oath of Office to the judges.

Council Member Pace departed the meeting.

**13. FUTURE AGENDA ITEMS**

**19-372            Consideration of Requests for Future Agenda Items**

Town Manager Keimach summarized the future agenda schedule.

There were no motions to add any items to the future agenda list.

**14. MAYOR / COUNCIL / MANAGER COMMENTS**

Council Member Andeen made the following announcements:

- Event:** Shred Safely
- Date:** Saturday, Oct 26<sup>th</sup>, 2019 from 8am-12pm
- Location:** Police Station at 6433 E. Lincoln Dr., Paradise Valley, Arizona 85253
- Description:** Safely dispose of sensitive information by shredding paper and electronics.

- Event:** National Prescription Drug Take-Back
- Date:** Saturday, Oct 26<sup>th</sup>, 2019 from 10am-2pm
- Location:** Police Station at 6433 E. Lincoln Dr., Paradise Valley, Arizona 85253

**Description:** Prevent drug addiction and overdose deaths by dropping off unused or expired medication.

**Event:** Paradise Valley Police Dream Team

**Date:** Monday, Oct 28<sup>th</sup>, 2019 from 5pm-8pm

**Location:** El Chorro at 5550 E Lincoln Dr, Paradise Valley, AZ 85253

**Description:** Grab dinner & donate. El Chorro will match donations up to \$5,000 for Special Olympic AZ.

Council Member Dembow announced that the Paradise Valley Veterans Appreciation Car Show would be held on November 9<sup>th</sup>. He thanked Council Members Moore and Andeen for their assistance in preparing for the event.

Council Member Stanton recognized the efforts of the PV Arts Board for hosting the 2019-2020 art exhibition featuring local artist Lynn Bellino.

Council Member Thomasson thanked the Police Department for focus on Domestic Violence awareness month.

Mayor Bien-Willner thanked Council Member Andeen for attending meetings at the State Treasurer's Office and has invited the State Treasure Kimberly Yee to attend a future Council meeting to hear more about their investment products.

Mayor Bien-Willner recessed the meeting at 7:20 PM

## **STUDY SESSION CONTINUED**

### **19-374 Discussion of Capital Improvement Projects**

Mayor Bien-Willner reconvened the study session at 7:36 PM. (Council Member Pace was not present.)

Town Engineer Paul Mood provided an update on capital projects that were under construction or in design in the current budget year.

- Four CIP projects are currently under construction
  1. Lincoln Dr. Sidewalks
  2. Town Hall Remodel
  3. Telecommunications System Upgrades
  4. Sanitary Sewer System Assessment & Repairs
- One CIP project awaiting construction contract approval
  1. Lincoln/Mockingbird/Indian Bend Roadway Improvements
  2. Six CIP projects are currently under design or scope verification
  3. Denton Lane SRP Undergrounding District
  4. Lincoln Dr. Medians (32<sup>nd</sup> St. to Mockingbird)
  5. Lincoln & Invergordon Intersection Improvements
  6. Lincoln & Tatum Intersection Improvements (VSC Enhanced Crosswalks)
  7. Engineering/Public Works Remodel
  8. Miscellaneous Drainage Improvements

The Council discussed two projects that were pending. There was consensus to proceed with designs for a right turn lane at 56<sup>th</sup> Street and Doubletree Ranch Road. There was consensus not to redesign Mockingbird Lane from 56<sup>th</sup> St to Invergordon Rd with curvilinear and median elements similar to Doubletree Ranch Road. There was support to proceed with the flood control improvements. There was further support to construct medians if they do not require right-of-way acquisition or create conflicts with current permissible turning movements. There was also interest in restriping bike lanes to improve bicycle and pedestrian safety.

**19-382 Update and Discussion of the CIP and PSPRS Financial Plans**

Chief Financial Officer Douglas Allen provided an update on capital improvement project (CIP) and public safety personnel retirement system (PSPRS) financial planning. He discussed options, should the Council wish to consider issuing bonds for capital projects, to reallocate expenses to be exempt from the Arizona Expenditure Limitation. This would allow the Town to further accelerate payments to the Town's PSPRS unfunded liability.

There was Council consensus to invite outside professionals to a meeting in November to discuss the process and timelines associated with issuing tax-exempt excise tax obligations for roadway and utility improvements.

**15. ADJOURN**

**A motion was made by Vice Mayor Moore, seconded by Council Member Stanton, to adjourn. The motion carried by the following vote:**

**Aye:** 6 - Mayor Bien-Willner  
Council Member Andeen  
Council Member Dembow  
Vice Mayor Moore  
Council Member Stanton  
Council Member Thomasson

**Absent:** 1 - Council Member Pace

Mayor Bien-Willner adjourned the meeting at 8:30 PM





## Action Report

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**File #:** 19-389

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Town Manager Jill Keimach  
Chief Peter Wingert

**DATE:** November 7, 2019

**DEPARTMENT:** Police Department

**AGENDA TITLE:**  
Award of Contract to Purchase Mobile Video Cameras

**Town Value(s):**  
Public Safety, Transparency

**RECOMMENDATION:**

Authorize the Town Manager to execute a contract with Axon Enterprise, Inc for the purchase of 12 mobile video cameras and cloud storage in an amount not to exceed \$110,000 for the five-year project.

**SUMMARY STATEMENT:**

Video cameras are a public expectation for law enforcement for court purposes, use of force incidents and provide public transparency into the actions of law enforcement officers.

In the FY 20 budget, mobile video cameras were requested for replacement within the Police Department at a total budget figure of \$169,462.50 for a five-year project. The budget figure for the first year of the five-year contract was nearly \$54,000.

After staff review of parameters needed for optimal efficiency and service, PD determined that a more streamlined and simple product would be the best fit for the mobile video cameras in the Town's 12 patrol vehicles. Axon was chosen because the product is streamlined and reliable, and allows viewing of redacted video online for court purposes. The redaction software is easy to use and the responsible staff are already familiar with it. The Police Department currently uses Axon products for both its body worn camera solution and its interview room recording solution. This is a sole source purchase due to these reasons.

**BUDGETARY IMPACT:**

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**File #:** 19-389

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The total cost for the five-year Axon contract is \$109,385. The first-year cost is \$26,506.32. In FY 20, \$53,239.17 was budgeted for replacing mobile video cameras. Subsequent years of the five-year contract are \$20,719.67 annually.

**ATTACHMENT(S):**

PV Fleet MSPA 2019-10-08.docx (agreement)

Paradise Valley Police Dept.-AZ-Axon Fleet 2....pdf (quote)

Axon Fleet project summary.docx (project summary)

Sole Source memo.pdf



## PROPOSED PROJECT

**Proposed Project Name:** TOPV PD Cameras for Patrol Vehicles

**Business Problem:**

The department's existing cameras in the patrol cars are outdated and are no longer working properly. Officers need proper working equipment for their investigations.

**Goal / Objectives:**

- Update the patrol fleet with new cameras
- Simple and reliable solution for vehicle cameras
- Online availability of redacted video for court and the public
- Ensure that the cameras are compatible with our body worn camera system and our interview rooms through evidence.com

**Project Description:**

PD command staff and patrol officers reviewed and evaluated vehicle camera solutions that would be the best solution for PV.

Axon Fleet cameras were found to be the best fit for PV. Axon Fleet allows for evidence to be placed in the same database as the body worn camera system and the Interview rooms. It also allows our redaction specialists to use the same system and platform that they have been trained on when redacting videos.

Stakeholders identified in the project include IT, Command Staff, Legal, PD crime analyst, officers and records personnel.

There will be 12 fully marked patrol vehicles equipped with two cameras each. One camera pointing towards the front of the vehicle and one pointed towards the rear seat for prisoner observation. These cameras will be supported by the vendor through an ongoing support contract for the cameras and cloud services data storage. The project is spread out over five years, and that includes costs for our cloud services and maintenance agreement.

Due to needing the same platform that is compatible with our other video technology, (body cameras and interview room cameras) the purchase type will be "competition Impracticable." No other vendors can tie into evidence.com as it is an Axon system. If we were to go with a different vendor, we would have an entirely different way to store, download and impound video evidence. Axon Fleet is the only in car camera system that is compatible with evidence.com.

**Justification/Benefits:** Why should/must the project be started now? List reasons

1. Existing system is unreliable and malfunctioning.
2. Current in car camera platform has reached the end of the planned PV lifecycle.
3. Axon is the most conducive to our PD because video storage is the same as the BWC and Interview rooms and it is efficient for the redaction specialists.

**Funding Sources:**

Town Council have approved a budgeted expenditure of up to \$53,239.00 for the refresh.

Funding: 10-66-869 PD

**Strategic Plan Alignment:**

**Town:** Approved \$53,239.00

**Other:**

PD Value: Transparency

PD Goal #4: Incorporate tech into the department

PROJECT COSTS								
Costs (k)	Prior	2019-20	2020-21	2021-22	2022-23	2023-24	2025	Total
Hardware							New	
Services		\$26,506.32						26,506.32
Labor								
O&M			\$20,719.67	\$20,719.67	\$20,719.67	\$20,719.67		82,878.68
<b>Totals</b>	<b>\$0</b>	<b>\$26,506.32</b>	<b>\$20,719.67</b>	<b>\$20,719.67</b>	<b>\$20,719.67</b>	<b>\$20,719.67</b>		<b>\$109,385.0</b>

LIFECYCLE COSTS	
Assumption:	5 Years
Estimated:	PV is planning on a 5-year lifecycle for this solution. The yearly costs are in the figures listed in the project costs box (see above). After 5 years, the vendor will provide brand new updated cameras and a new yearly agreement will need to be made. (Project costs after 5 years are unknown as a new agreement will need to be made. We will have new cameras, so costs will be primarily based off the vendor's 2025-year software costs).

PROJECT TIMELINE	
Duration:	2 months (December 2019 Completion)

Resources: 12 vehicles equipped with two cameras each. Vendor Installation time (8h), IT Staff assistance with installation (4h), Officer training (1h)

**PROJECT RISKS**

1. New technology to PV
2. Potential errors on new deployments (learning curve)
3. 100% cloud based, so dependent on 3<sup>rd</sup> party
4. Unknown software costs after 5 years

**Consequences of Not Performing Project:**

1. Failure of existing vehicle cameras
2. No video recorded means no evidence provided.
3. It also fails to provide transparency and does not meet community expectations.

**What criteria should halt this project for review?**

1. If it becomes over budget by 10%
2. 20% delay measured in work days from the project schedule

**ROLES**

Organization	Project Mgmt.	Sponsor / Owner	User/ Client	M&O Support	Stakeholder
Chief of Police		X			X
PD Commander Support Services	X		X		X
PD Commander Operations			X		X
PD Detectives			X		X
PD Crime Analyst			X		X
PD Patrol Officers			X		X
PV Legal Dept.					X
IT				X	X
3 <sup>rd</sup> Parties				X	
Records Personnel			X		X

## Approvals

NAME	ROLE	SIGNATURE	DATE
Pete Wingert	Chief of Police		

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## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Paradise Valley Police Department ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

- 7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

- 7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is

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incorporated into this Agreement by reference.

- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
- 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this

Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

- 17** **Confidentiality.** **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18** **Compliance.**
- 18.1** Axon acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on Town's behalf becomes an employee, agent, or consultant of any other Party to this Agreement.
- 18.2** Axon 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 or extension Term, participating in a boycott of Israel. Axon 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 and submitted the Affidavit of Israel Boycott.
- 18.3** Axon accepts the applicability to it of A.R.S. §34-301 and 34-302.
- 18.3.1** Under the provisions of A.R.S. §41-4401, the Axon warrants to the Town that the Axon and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Axon and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).
- 18.3.2** A breach of this warranty by the Axon or any of its subcontractors will be considered a material breach of this Agreement and may subject the Axon or Subcontractor to penalties up to and including termination of this Agreement or any subcontract.
- 18.3.3** The Town retains the legal right to inspect the papers of any employee of Axon or any subcontractor who works on this Agreement to ensure compliance.
- 18.3.4** The Town may conduct random verification of the employment records of the A/E and any of its subcontractors to ensure compliance with this warranty. Axon agrees to indemnify, defend and hold the Town harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.
- 18.3.5** The Town will not consider Axon or any of its subcontractors in material breach of this Agreement if Axon and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.
- 18.3.6** These provisions must be included in any contract Axon enters into with any and all of

its subcontractors who provide services under this Agreement Contract or any subcontract.

**19 General.**

- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race, color, religion, sex, national origin, age, marital status, U.S. military veteran status, disability or any class protected by local, state or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency: Town of Paradise Valley  
Attn: Town Attorney  
Street Address 6401 E. Lincoln Drive  
City, State, Zip Paradise Valley, AZ 85253  
Email Amiller@paradisvalleyaz.gov



## Master Services and Purchasing Agreement

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature: 

Name: Robert E. Driscoll

Title: VP, Associate General Counsel

Date: November 5, 2019

**Town of Paradise Valley**

Signature: \_\_\_\_\_

Name: Jill B. Keimach

Title: Town Manager

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix****1 Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**2 Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**"). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

**3 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

**4 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

**5 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services



## Master Services and Purchasing Agreement

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violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

**7** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

**8** **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

**9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

**10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.



## Master Services and Purchasing Agreement

- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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**Axon Fleet Appendix**

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Wireless Microphone.** The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless



## Master Services and Purchasing Agreement

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Microphone to Axon.

**6** **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

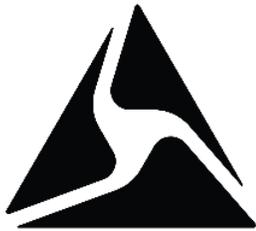
**7** **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

**8** **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

- 8.1.** Axon Fleet Unlimited coverage terminates, and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
- 8.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**SALES REPRESENTATIVE**

Kyle Panasewicz  
Phone: (480) 905-2071  
Email: kylep@axon.com  
Fax: (480) 658-0673

**PRIMARY CONTACT**

Freeman Carney  
Phone: (480) 348-3516  
Email: fcarney@paradisevalleyaz.gov

**SHIP TO**

Freeman Carney  
Paradise Valley Police Dept. - AZ  
6433 E. Lincoln Drive  
Paradise Valley, AZ 85253  
US

**BILL TO**

Paradise Valley Police Dept. - AZ  
6433 E. Lincoln Drive  
Paradise Valley, AZ 85253  
US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	12	1,548.00	1,161.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	12	0.00	0.00	0.00
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	12	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	12	0.00	0.00	0.00
74027	Axon Fleet Dongle	12	14.95	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	12	0.00	0.00	0.00
<b>Other</b>					
No Router	No Router (Declined)	12	0.00	0.00	0.00
Customer Provided Server	This is a placeholder item for the WOS bundles which allows reps to indicate that a customer is providing their own server hardware.	1	0.00	0.00	0.00
No Custom Triggers	No Custom Triggers (Declined)	12	0.00	0.00	0.00
<b>Services</b>					
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	12	1,200.00	900.00	10,800.00
<b>WiFi Offload</b>					
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	1	600.00	600.00	600.00

## Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>WiFi Offload (Continued)</b>					
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	1	0.00	0.00	0.00
				Subtotal	25,332.00
				Estimated Shipping	0.00
				Estimated Tax	1,174.32
				Total	26,506.32

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
71088	AXON FLEET 2 KIT	1	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	12	1,548.00	1,548.00	18,576.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	12	0.00	0.00	0.00
<b>WiFi Offload</b>					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	1	600.00	600.00	600.00
				Subtotal	19,176.00
				Estimated Tax	1,543.67
				Total	20,719.67

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	12	1,548.00	1,548.00	18,576.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	12	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>WiFi Offload</b>					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	1	600.00	600.00	600.00
				Subtotal	19,176.00
				Estimated Tax	1,543.67
				Total	20,719.67

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	12	1,548.00	1,548.00	18,576.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	12	0.00	0.00	0.00
<b>WiFi Offload</b>					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	1	600.00	600.00	600.00
				Subtotal	19,176.00
				Estimated Tax	1,543.67
				Total	20,719.67

### Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	12	1,548.00	1,548.00	18,576.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	12	0.00	0.00	0.00
<b>WiFi Offload</b>					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	1	600.00	600.00	600.00
				Subtotal	19,176.00
				Estimated Tax	1,543.67
				Total	20,719.67
<b>Grand Total</b>					<b>109,385.00</b>

## Discounts (USD)

Quote Expiration: 11/30/2019

List Amount	110,459.40
Discounts	8,423.40
<b>Total</b>	<b>102,036.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	26,506.32
Spares	0.00
Year 2	20,719.67
Year 3	20,719.67
Year 4	20,719.67
Year 5	20,719.67
<b>Grand Total</b>	<b>109,385.00</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Paradise Valley Police Dept. - AZ

Quote: Q-232020-43769.552KP

<b>Sold By:</b>	Kyle Panasewicz
<b>Designed By:</b>	Jake Borro
<b>Installed By:</b>	Axon
<b>Target Install Date:</b>	

## VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Paradise Valley Police Dept. - AZ
<p><b>Total Configured Vehicles</b></p> <ul style="list-style-type: none"> <li>• 12 Total Vehicles with this Configuration</li> </ul> <p><b>Video Capture Sources</b></p> <ul style="list-style-type: none"> <li>• 24 Total Cameras Deployed</li> <li>• 1 Axon Signal Unit(s) Per Vehicle</li> </ul> <p><b>Mobile Data Terminal Per Vehicle</b></p> <ul style="list-style-type: none"> <li>• 1 Located In Each Vehicle</li> </ul> <p><b>Mobile Router Per Vehicle</b></p> <ul style="list-style-type: none"> <li>• 1 Sierra Wireless MG90</li> </ul> <p><b>Offload Mechanism</b></p> <ul style="list-style-type: none"> <li>• Wi-Fi</li> </ul> <p><b>Evidence Management System</b></p> <ul style="list-style-type: none"> <li>• Evidence.com</li> </ul>	
<div style="display: flex; justify-content: space-around; align-items: center;">  <p>Axon Camera</p> </div> <div style="display: flex; justify-content: space-around; align-items: center;">  <p>Signal Unit</p> </div> <div style="display: flex; justify-content: space-around; align-items: center;">  <p>In-Car Router</p> </div> <div style="display: flex; justify-content: space-around; align-items: center;">  <p>Battery Box</p> </div>	

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Sierra Wireless MG90 router will be installed in each vehicle
<b>Axon Battery Boxes</b>	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
<b>Signal Activation Methods</b>	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
<b>Mobile Data Terminal</b>	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
<b>Mobile Data Terminal Requirements</b>	<p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Customer will provide the following router for all vehicles:	Sierra Wireless MG90
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

<b>Network Requirements</b>	Sierra Wireless MG90 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
<b>Network Addressing</b>	<b>IP Addressing</b>		<b>Total IPs Required</b>
	Axon Fleet Cameras	24	48
	Mobile Data Terminal	12	
	Sierra Wireless MG90	12	
<b>Hardware Provisioning</b>	Customer to provide all IP addressing and applicable network information		

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<p><b>Project Management</b></p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p><b>Vehicle Installation</b></p>	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<p><b>Custom Trigger Installation</b></p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p><b>Training</b></p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

## WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 10 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	2 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Sierra Wireless MG90 will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Customer will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
Servers will maintain a Sustained Disk Write Speed of Mbps.	
An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.	

## Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	2	Shifts	
	Maximum Offline Time	1	Days	
	Hours Of video Recorded Per Shift	3	Hours	
	Number of Vehicles per Shift at Site	8	Vehicles	
	Max Concurrent Vehicles Offloading	10	Vehicles	
	Available Internet Upload Bandwidth	100	Mbps	
Variables	Vehicle Offload Time	30	Minutes	
	Wi-Fi Overhead	10	Percent	
	Network Protocol Overhead	10	Percent	
	Max Storage Utilization %	90	Percent	
Results	Data Size per Vehicle / Shift	9450	MB	

## Network Considerations

Results	Required Throughput Per Verhicle	42	Mbps	
	Minimum Wi-Fi Speed	42	Mbps	
	Total Data per Shift	73.83	GB	
	Total Data per Day	147.66	GB	
	Total Offload Bandwidth	420	Mbps	
	Total Storage	16406.25	GB	
	Required Sustained Network Bandwidth	435	Mbps	
	Sustained Disk Write Speed	53	Mbps	
	Min. Supportable Throughput to E.com	14	Mbps	
	E.com Throughput Difference	86	Mbps	

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



PARADISE VALLEY POLICE DEPARTMENT



6433 E. Lincoln Drive  
Paradise Valley, Arizona 85253-4328

Peter Wingert  
Chief of Police

[www.ParadiseValleyPD.com](http://www.ParadiseValleyPD.com)

Phone: (480) 948-7418  
Fax: (480) 998-0877

October 22, 2019

Ms. Jill Keimach  
Town of Paradise Valley  
6401 E. Lincoln Dr.  
Paradise Valley, AZ 85253

Dear Jill,

In FY 2019, the police department budgeted and was approved to purchase body worn cameras (BWC). We tested several different manufacturers prior to deciding on cameras from Axon. The BWC were purchased on a cooperative contract through the State of Arizona. The five-year contract was approved by the Council in October 2018. Also, during FY 19, the PD was approved to outfit two interview rooms, one in the jail and one in the investigative unit, with camera systems. Again, after reviewing several options, we chose to use Axon, because the interview room solution used the same software, same secure storage, and familiarity of controls.

In FY 2020, the police department budgeted to replace mobile (in-car) video cameras. Because no other vendor can use the software or secure storage from Axon, I believe this purchase to be a competition impracticable purchase. I believe that having one software option, which the staff is already familiar with, reduces training time for both sworn and civilian staff. Section 2.3.8 E of the Town's Procurement Policy manual authorizes a sole source with written evidence of research to support the request. I have attached a project description outlining the competition impracticable selection and the written quote from Axon to this letter.

Best regards,

Peter Wingert  
Chief of Police  
Paradise Valley, AZ  
[pwingert@paradisevalleyaz.gov](mailto:pwingert@paradisevalleyaz.gov)

*ok to proceed  
w/ sole source.  
10/24/19*



## Action Report

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**File #:** 19-401

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill Keimach, Town Manager  
Paul Mood, Town Engineer  
Jason Harris, Capital Projects Administrator

**DATE:** October 24, 2019

**DEPARTMENT:** Engineering

**AGENDA TITLE:**

**Consideration of Contract Change Order for Town Hall Remodel: Shade Structure**

**RECOMMENDATION:**

Authorize the Town Manager to execute a change order in the amount not to exceed \$20,000 for CORE Construction contract no.19-088, and to waive the 14-day wait period to sign the agreement.

**SUMMARY STATEMENT:**

This agenda item is to provide responses to questions raised from Town Council meetings held on September 26, 2019 and on October 24, 2019. Town Council requested staff revisit the shade structure's design and energy effectiveness.

On September 26, 2019, the Town Council unanimously moved to authorize the Town Manager to execute a contract change order with DWL Architects (contract no. 19-038 change order no. 2) in the amount not to exceed \$10,000 (drainage design); and enter into a contract with CORE Construction (contract no. 19-088 change order no.1) in the amount not to exceed \$20,000 (plaza area); and enter into a landscape contract in the amount not to exceed \$10,000.

As part of the Town Hall remodel discussion, the Town Council discussed whether the exclusion of the shade structure may be a cost-saving item in exchange for other desired remodel contract changes and/or whether the design was consistent with the existing architectural building design and would adequately provide needed shade and energy efficiencies.

The Town Council unanimously moved to authorize the Town Manager execute a contract change order with Core Construction to temporarily remove the shade structure at the entrance to Town Hall and requested staff return with information toward the end of the remodel project.

Currently the metal structure is not yet fabricated so depending on Council's direction, this item could be omitted from the project or if included in the project, would not have any impact on the project's

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**File #:** 19-401

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approved budget.

**BUDGETARY IMPACT:**

Approval to continue to move forward with the shade structure would have no budget impact for CIP Project #2018-12, as it is already included in the construction contract's contingency.

**ATTACHMENT(S):**

None



## Action Report

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**File #:** 19-394

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**TO:** Mayor Bien-Willner and Town Council Members

**FROM:** Jill B. Keimach, 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 2018-09: 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 2018-09, any member of the Council may move to have the Town Manager add an item to a future agenda. Upon concurrence of two or more Council Members, which may include the Mayor, the item will be added to the pre-business meeting study session agenda within the next two regularly scheduled Town Council meetings.

Discussion on the motion to add an item to a future agenda shall be limited to the propriety of placing the item on an 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

## November 5, 2019

11/21	12/05	01/09	01/23
<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>• Arbor Day Tree Planting</li> <li>• Smoke Tree SUP</li> <li>• Lincoln Median Design West of Mockingbird Ln</li> <li>• Bond Process Update</li> <li>• Transit Funding</li> <li>• Cost Recovery Ordinance</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <ul style="list-style-type: none"> <li>• Article XI, Section 1102.2.B. of the Zoning Ordinance</li> <li>• SUP Zoning Approval Process</li> </ul> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <ul style="list-style-type: none"> <li>• Speak Up, Stand Up, Save a Life</li> <li>• Super Bowl Committee</li> </ul> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <ul style="list-style-type: none"> <li>• Notice of Intent to Reimburse Certain Capital Expenses</li> <li>• Transit Funding</li> </ul> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>• Ambulance Contract</li> <li>• General Plan Process Overview</li> <li>• Resident Mediation Program</li> <li>• Residential Rental Registration</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <ul style="list-style-type: none"> <li>• Historical Committee Update</li> <li>• Planning Commission Update</li> <li>• Board of Adjustment Update</li> </ul> <p><b>CONSENT</b></p> <ul style="list-style-type: none"> <li>• Legislative Agenda</li> <li>• Cancel 12/19 Meeting</li> </ul> <p><b>PUBLIC HEARING</b></p> <ul style="list-style-type: none"> <li>• Ordinance 2019-07 Amending Article XI, Section 1102.2.B. of the Zoning Ordinance</li> </ul> <p><b>ACTION ITEMS</b></p> <ul style="list-style-type: none"> <li>• Acceptance of CAFR</li> <li>• Acceptance of PAFR</li> <li>• Abandon ROW in Vicinity of 56<sup>th</sup> St and Homestead Ln</li> <li>• Cost Recovery Ordinance</li> </ul> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>• Census 2020 Update</li> <li>• Public Works Building Design</li> <li>• Financial Management Policy</li> <li>• Investment Policy</li> <li>• Amend Town Code Regarding Transactional Approvals</li> <li>• Condition of Public Streets – PCI Rating Update</li> <li>• Scooter/Bike Share Policy</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <ul style="list-style-type: none"> <li>• PV Arts Board Update</li> </ul> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <ul style="list-style-type: none"> <li>• Award of Contract for Annual Pavement Management Program</li> </ul> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>• ACOPS Staggered Terms</li> <li>• Amend Section 13-3 Fireworks</li> <li>• Discussion of Plant Preservation Guidelines</li> <li>• Amend Town Code – Definition of Fill Under the Pad</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <ul style="list-style-type: none"> <li>• Sanitary Sewer System</li> </ul> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <ul style="list-style-type: none"> <li>• ACOPS Update</li> </ul> <p><b>CONSENT</b></p> <ul style="list-style-type: none"> <li>• Financial Management Policy</li> <li>• Investment Policy</li> </ul> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <ul style="list-style-type: none"> <li>• Amend Town Code Regarding Transactional Approvals</li> </ul> <p><b>STUDY SESSION CONTINUED</b></p>

02/13	02/27	03/12	03/26
<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>Alarm Monitoring Service Enhancements</li> <li>Hillside Safety Manual</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <ul style="list-style-type: none"> <li>Jones Gordon Art Exhibit</li> </ul> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <p><b>STUDY SESSION CONTINUED</b></p>	<p><b>3 PM STUDY SESSION</b></p> <p><b>EXECUTIVE SESSION</b></p> <p><b>PLEDGE LEADER</b></p> <p><b>PRESENTATION</b></p> <p><b>CONSENT</b></p> <p><b>PUBLIC HEARING</b></p> <p><b>ACTION ITEMS</b></p> <p><b>STUDY SESSION CONTINUED</b></p>

<p><b><u>Items to be scheduled</u></b></p> <ul style="list-style-type: none"> <li>Cell Service Task Force Update</li> <li>Mayor's Education Forum</li> </ul>	<ul style="list-style-type: none"> <li>MCI Wireless Proposal</li> <li>Ordinance – Amending Chapter 12 Municipal Court</li> <li>Training Manual for Commission and Boards</li> <li>Legislative Event</li> </ul>
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