



**MEETING NOTICE  
CITY OF PAGE  
CITY COUNCIL**

**CITY COUNCIL REGULAR MEETING**

**CITY HALL, 697 VISTA AVENUE**

**PAGE, ARIZONA**

**AUGUST 10, 2016**

**6:30 P.M.**

**NOTICE OF PUBLIC MEETING AND AGENDA **AMENDED****

**1. CALL TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

Mayor Bill Diak

Vice Mayor John Kocjan    Councilor Scott Sadler    Councilor Korey Seyler

Councilor Mike Bryan    Councilor Levi Tappan    Councilor Dennis Warner

**5. PRIORITY LIST**

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

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

**6. MINUTES**

Special City Council Meeting – July 19, 2016

Work Session Meeting – July 27, 2016

Regular City Council Meeting – July 27, 2016

**7. CONSENT AGENDA**

The Consent Portion of the Agenda is a means of expediting routine matters that must be acted on by Council. All items approved will be done by one undebatable motion passed unanimously. Any item may be removed for debate on request of any member of Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

**7.1 MINUTES**

Rim Trail Subcommittee – November 10, 2015

Rim Trail Subcommittee – January 12, 2016

Planning and Zoning Commission – July 12, 2016

Parks and Recreation Advisory Board – July 18, 2016

Community Development Advisory Board – June 28, 2016

Community Development Advisory Board – July 14, 2016

## 7.2 INFORMATION

Contract - Area Agency on Aging for \$28,580.00

Proclamation - Employer Support of the Guard and Reserve Week

## 8. PUBLIC HEARINGS

None

## 9. HEAR FROM THE CITIZENS

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

## 10. UNFINISHED BUSINESS

10.1 Discussion and possible action by the City Council pertaining to the written recommendation for Page Utility Enterprises (PUE) rates

10.2 Discussion and possible action by the City Council pertaining to the Lake Powell Boulevard Sidewalk Project

## 11. NEW BUSINESS

11.1 Presentation pertaining to the Coconino Community College by President Dr. Colleen Smith

11.2 Discussion and possible action by the City Council pertaining to the Community Development Advisory Board Event Assistant Program

11.3 Discussion and possible action by the City Council pertaining to the Balloon Regatta Vendor Fair

11.4 Discussion and possible action by the City Council pertaining to a possible performance by "Changing Lanes" band

11.5 Discussion and possible action pertaining to an FAA grant for the Page Municipal Airport

11.6 Discussion and possible action pertaining to Construction Management Services No. 1 and No. 2 by C&S Engineers for the Page Municipal Airport

## 12. BID AWARDS

None scheduled

## 13. BUSINESS FROM THE MAYOR

Discussion and possible action by the City Council pertaining to rescheduling the August 24, 2016 Regular City Council Meeting to August 31, 2016 **ADDED**

## 14. BUSINESS FROM THE MANAGER

None scheduled

## 15. BUSINESS FROM THE CITY ATTORNEY

None scheduled

## 16. BUSINESS FROM THE COUNCIL

None scheduled

## 17. BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

## 18. DEPARTMENTS

None scheduled

## 19. CLAIMS

None

## ADJOURN

## FOR YOUR INFORMATION

Next Regular Meeting Wednesday, August 24, 2016, 6:30 p.m.

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

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

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

***If you would like to receive City Council agendas via email, please send your email address to [cityclerk@cityofpage.org](mailto:cityclerk@cityofpage.org) or call 645-4221.***

## CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the \_\_\_\_ day of August, 2016, at \_\_\_\_\_ p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

DATED this \_\_\_\_ day of August , 2016.

**CITY OF PAGE**

By: \_\_\_\_\_  
CITY CLERK'S OFFICE

To view City Council's  
*2016/2017 Strategic Priorities*  
and

*Individual Priorities,*

please visit our website at

**[cityofpage.org/government/councilpriorities](http://cityofpage.org/government/councilpriorities)**

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

Thank you

**SPECIAL MEETING MINUTES  
JULY 19, 2016**

A Special Meeting of the Page City Council was held at 5:30 p.m. on July 19, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan (arrived at 5:33 p.m.), Korey Seyler and Dennis Warner were present. There was a moment of meditation. Mayor Diak led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: Page Utility Enterprises General Manager, Bryan Hill; IT Director Kane Scott; City Clerk, Kim Larson; and Deputy City Clerk, Sue Kennedy.

**Discussion and possible action by the City Council pertaining to Council's explanation and specific recommendations required by Page City Code 2-8-6 to be provided to the Page Utility Enterprises ("PUE") Board regarding the rates, fees, and charges, except the City User Fee, of services rendered by PUE.**

At the June 8, 2016 Regular City Council Meeting, the motion to adopt the recommended rate change brought forward by PUE failed 4-2 with Mayor Diak, Vice Mayor Kocjan, and Councilors Tappan and Sadler voting against, and Councilors Warner and Seyler voting in favor.

At that June 8, 2016 meeting, City Attorney Joshua Smith stated that Ordinance 588-12 sets forth the procedure if the Board rejects the recommendation. It requires that the matter be referred back to the Board with a written explanation and a specific recommendation for modification. The Board then has 30 days to respond to Council. If the Board does not respond, then Council can set the rates as the Council sees fit. If the Board does respond back, then within 45 days another joint hearing is required to discuss the matter.

Mayor Diak reviewed the procedure and asked each Councilor to state why they voted how they did at the June 8, 2016 Regular City Council meeting, which voted the PUE commercial sewer rate increase down.

Councilor Bryan stated he was absent at that meeting.

Mayor Diak did not feel it accomplished what was needed, as it did not encompass residential sewer rates. He felt that commercial and residential customers should carry the load. The Mayor stated that the proposal was only part of the necessary change, and since the process is long and expensive, it should be all done at one time.

Councilor Tappan liked the Alternative Waste Water Structure because residential and commercial shared in the increase, and therefore it took a smaller bite out of everyone. He also was in favor of eliminating the Debt Service Fee to soften the impact.

## **Page City Council Special Meeting-July 19, 2016**

Councilor Warner agreed with the sewer rate study's consultant, in that the greater the potential impact on the system (size of meter), the more the business should pay, and had voted in favor of the recommended rate changes. He also approved of changing the residential rates moving forward, but felt that the alternative plan was a compromise and would not stabilize the sewer plant as well, nor could the sewer utility sustain under the current plan.

Vice Mayor Kocjan said there should be a structure that increases the rates in smaller increments, and some of the money should come from somewhere else, maybe from the Bed Board and Booze tax, since the hotels are heavy sewer users.

Tina Holman, 7 19<sup>th</sup> Avenue, stated that she has a commercial property at 608 Haul Road. She said that the City of Page had recommended a 2" meter and a separate irrigation meter, and that is what she did. She asked why she should be responsible to down size now and then still pay more, when she is a low end user. She stated concerns about the impact on commercial customers even if they were low users, much lower than the average household. She suggested that the utility classify people properly first, before rate changes are implemented.

There was further discussion regarding the waste water service classification problem. PUE General Manager Bryan Hill stated that there several types of businesses where some are paying residential rates and some are paying commercial, such as apartment complexes, non-profit organizations, and churches. He also cited that Vacation Rental By Owner (VRBO's) and the school district are classified residential.

The subject of VRBO's was discussed further. Mr. Hill explained that residential sewer rates are based on the lowest three winter months' usage, because none of a residence's winter water usage is going toward watering lawns, it all goes down the sewer. VRBO's do not get used very much during the winter, yet are very profitable businesses during the summer. Some 4-plexes, group homes, mobile home villages, and motels should be evaluated too.

After discussion, Councilor Warner stated he was also in favor of passing savings along to the electric customers, get the sewer utility solvent, reclassify misclassified commercial customers, and adopt a plan that includes residential customers. Vice Mayor Kocjan was in agreement.

Councilor Sadler stated that a sewer rate structure should include both commercial and residential customers, and that re-classification is definitely a part of that. If sewer, water, and electric utilities are going to be voted on, they should be three (3) difference ordinances on the agenda so they can be voted on separately.

**Page City Council Special Meeting-July 19, 2016**

Councilor Bryan stated that he trusts Mr. Hill's recommendation and the City should follow what the experts recommend. Despite the fact that some customers will resist the plan, the utility house has to be in order. He agreed that classifications have to be consistent for a plan to be effective.

Councilor Tappan asked Mr. Hill what the downside of the alternative structure was, which is mostly based on volume.

Bryan Hill said going more volumetric may discourage people from using the sewer, and the City needs that water to go into the sewer, be treated, and reused again.

There was discussion regarding water rates, impact fees, and water storage.

Councilor Sadler brought up the subject of eliminating the bond debt fees, putting forward that it could be part of the written recommendation to PUE. Councilor Warner calculated that if Council repealed the ordinance that established a sewer and trash debt service charge on the utility bill, and increased the cost for sewer usage, the customer would experience very little net increase. The General Fund would not receive the debt service fee, and would in effect be passing the revenue from the rate increase to the utility via the customer.

It was the consensus of the City Council to have staff draft a recommendation based on the above discussion.

The meeting was adjourned at 6:58 p.m.

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Sue Kennedy  
Deputy City Clerk

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William R. Diak  
Mayor

**Page City Council Special Meeting-July 19, 2016**

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 19th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of August, 2016

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Sue Kennedy, City Clerk

**PAGE CITY COUNCIL  
WORK SESSION  
JULY 27, 2016**

A Work Session of the Page City Council was held at 5:30 p.m. on July 27, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Administrative Assistant Lona Shugart; Planning and Zoning Director, Robin Crowther; and Community Development Director, Kim Johnson.

**Discussion pertaining to a Dark Sky presentation**

Mayor Diak introduced Nate Ament.

Mr. Ament is from the National Park Service, and over the last four years he has been with the Colorado Plateau Dark Sky Cooperative. Nate has served as liaison between 35 plus national and state parks, and over 75 partners while fostering stewardship of night sky resources across the region. During this time, Nate has assisted 15 parks and communities in their International Dark Sky Place application process, and coordinated numerous night sky related events. Nate holds a B.S. in Environmental Science, specializing in restoration issues and water resources. As a graduate student at Colorado State University, he conducted research in invasive species ecology and remote sensing technology at the Natural Resource Ecology Lab in partnership with the USGS and NASA. Nate vividly remembers watching a brilliant fireball from high in the Andes on one of the darkest nights in his memory.

Mayor Diak introduced Dr. John Barentine.

Mr. Barentine is an Arizona native and comes to IDA from the “dark side” of science – professional astronomy. He grew up in Phoenix and was involved in amateur astronomy from grade school. Later, he attended the University of Arizona beginning research at the National Optical Astronomy Observatories and National Solar Observatory headquarters in Tucson. From 2001-2006 he was on the staff of Apache Point Observatory in New Mexico, serving first as an observing specialist on the Astrophysical Research Consortium 3.5 meter telescope, and then as an observer for the Sloan Digital Sky Survey. He obtained a master’s degree in physics at Colorado State University and a master’s and Ph.D. in astronomy at the University of Texas in Austin. John has contributed to science in fields ranging from solar physics to galaxy evolution while helping develop hardware for ground-based and aircraft-borne astronomy. Throughout his career, he has been involved in education and outreach efforts to help increase the public understanding of science. He is the author of two books on the history of astronomy, *The Lost Constellations* and *Uncharted Constellations*. The asteroid (14505) Barentine is named in his honor.

**Page City Council Work Session-July 27, 2016**

Mr. Nate Ament gave a power point presentation pertaining to "The Dark Skies of Page and Glen Canyon, and the opportunity to preserve the dark skies." The dark sky presentation is attached hereto and by this reference made a part of herein.

There was discussion.

Dr. John Barentine gave a presentation regarding "Estimating the Potential Economic Value of the Night Skies Above the Colorado Plateau". A handout was provided and is attached hereto and by this reference made a part of herein.

There was discussion.

**ADJOURN**

The meeting was adjourned at 6:33 p.m.

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Lona Shugart  
Acting City Clerk

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William R. Diak  
Mayor

**CERTIFICATION**

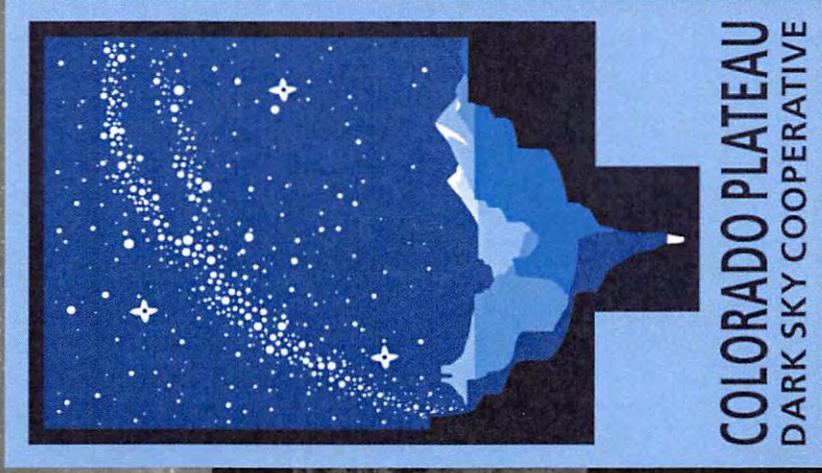
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 27th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of August, 2016

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Lona Shugart, Acting City Clerk

# The Dark Skies of Page and Glen Canyon

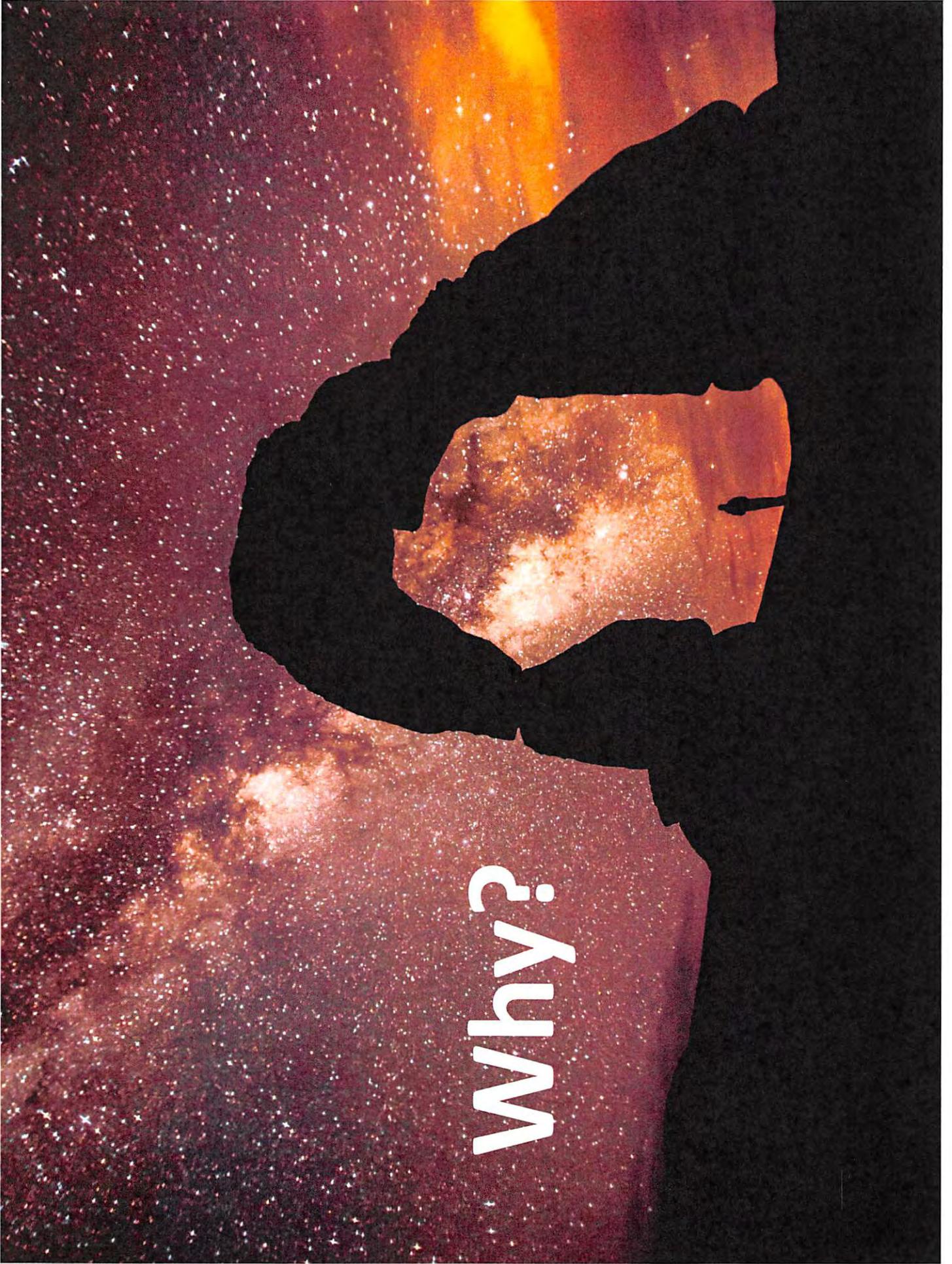


**COLORADO PLATEAU  
DARK SKY COOPERATIVE**

*Dan Duriscoe - NPS*

## A Unique Opportunity in a Rare and Dark Place

Nate Ament, NPS - July 2016



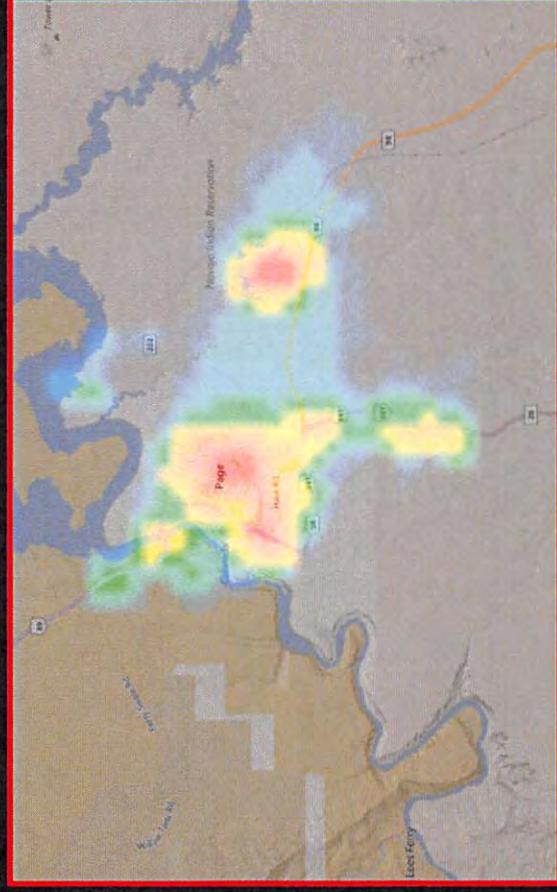
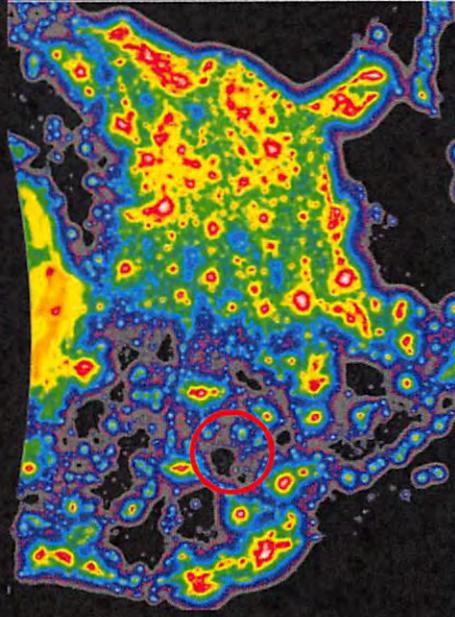
Why?

**Since 1996, more than half of the world lives in an urban environment...**

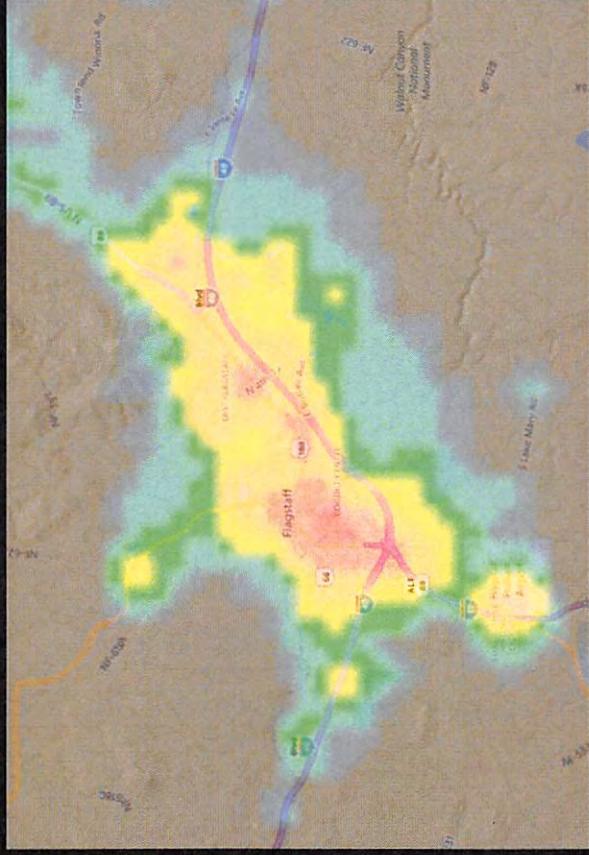


**4/5 of the U.S. population cannot see the Milky Way from where they live...**

# Surrounded by the darkest skies in North America

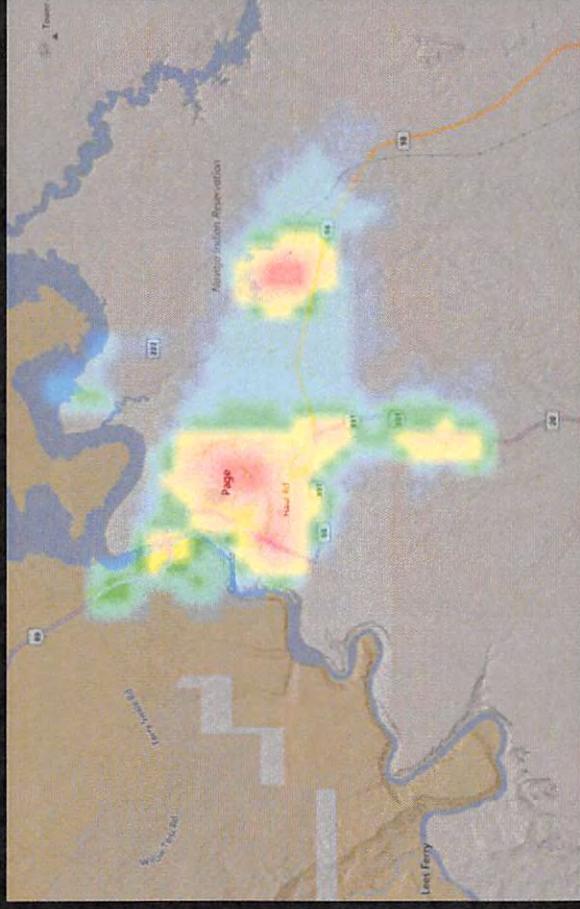


Flagstaff, AZ



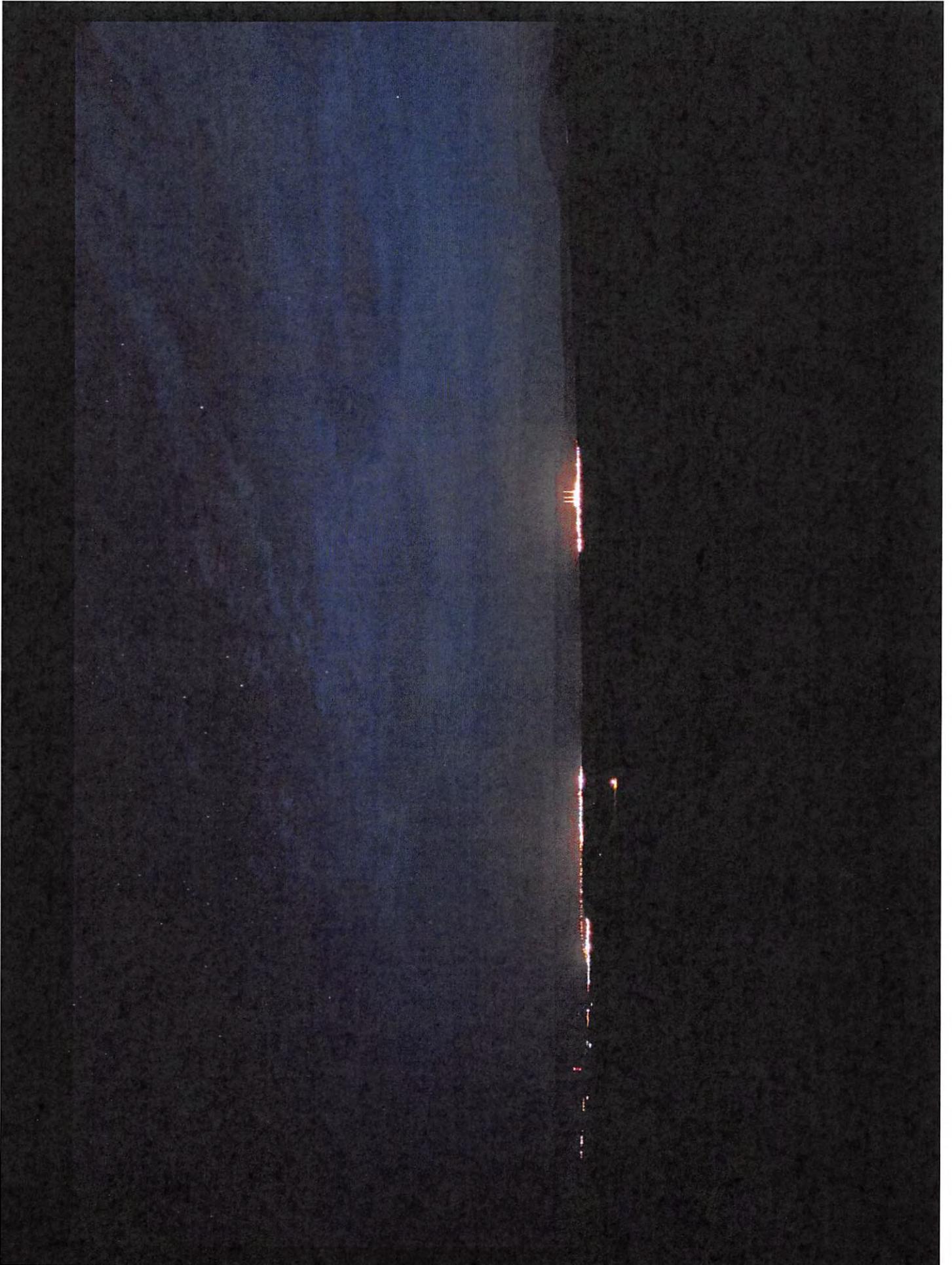
Population ~ 70,000

Page, AZ



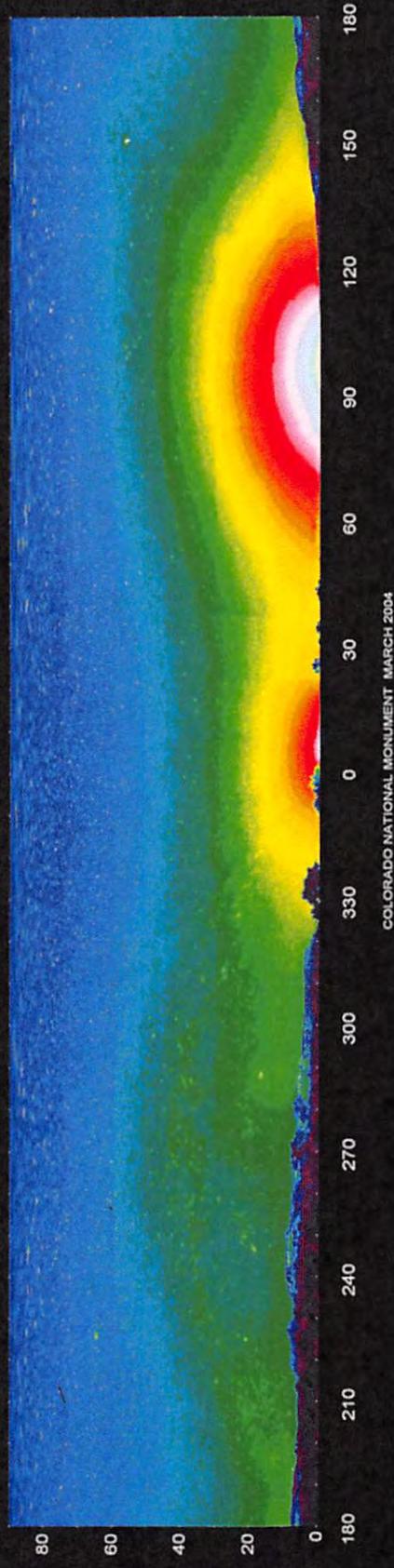
Population ~ 7,000

Same Scale



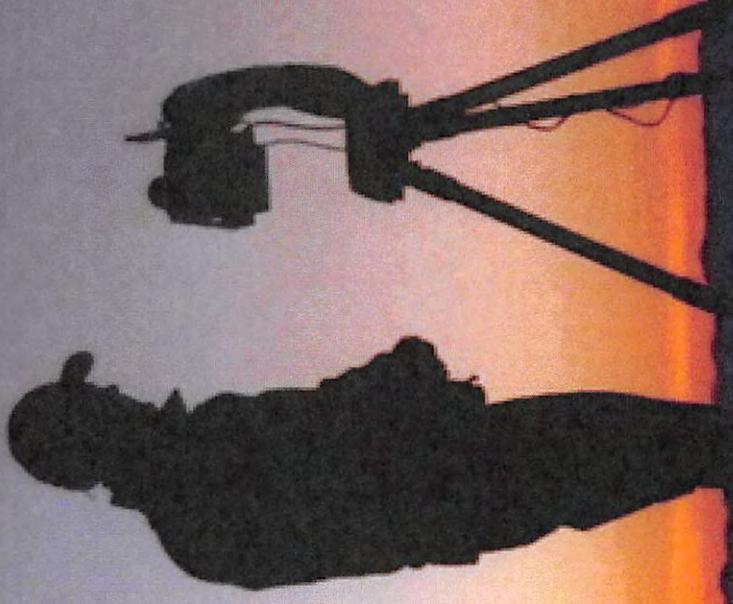
How do we measure anthropogenic  
(human-produced) light?

NPS Night Sky Team – Based in Ft  
Collins, CO



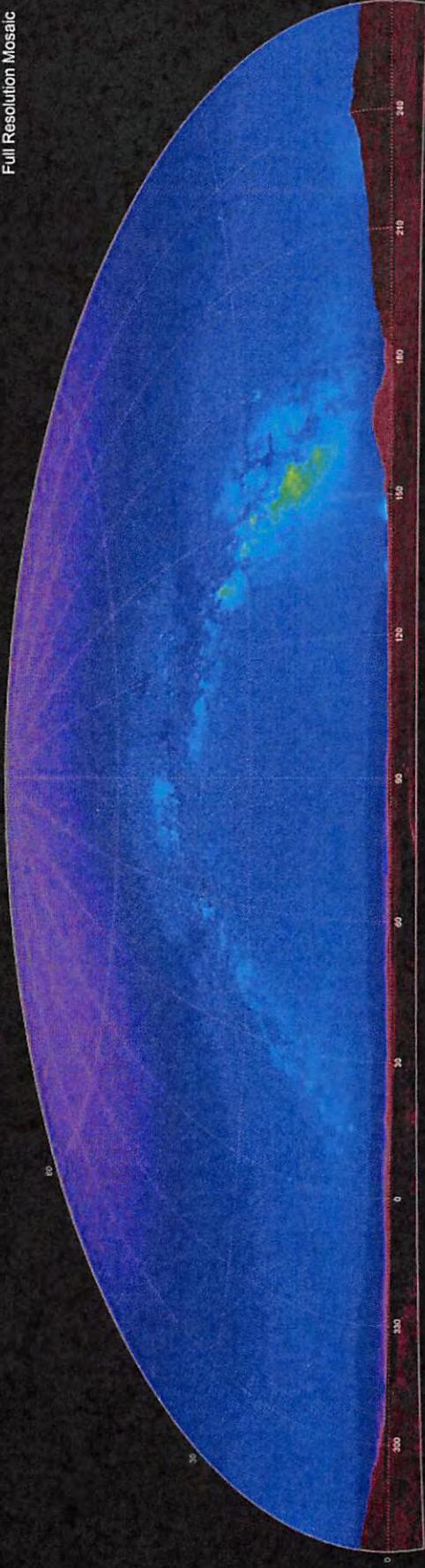
## Sky Measurement using a CCD Camera

- Single spectrum (green “V” band)
- Automated imaging of sky with 45 images
- Precise measure of sky brightness
- High resolution (36 MegaPixel)
- Able to characterize sky and light pollution
- Atmospheric transparency also measured



Glen Canyon NRA Hole-in-the-Rock Road May 21, 2012 0.5 hours LMT

Full Resolution Mosaic



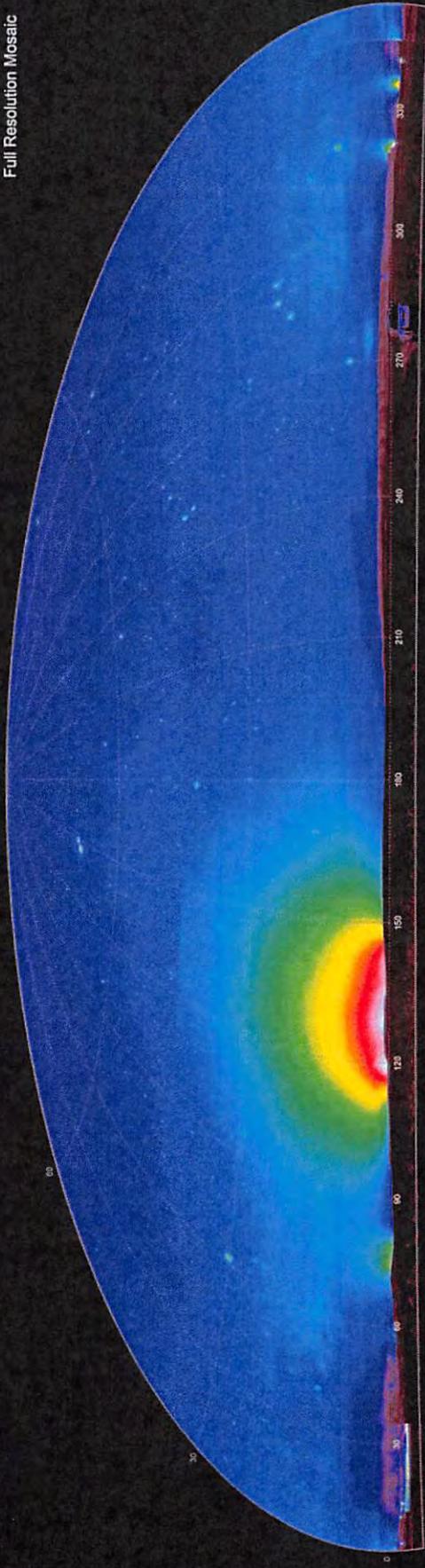
U.S. National Park Service  
Night Skies Program

Data collected by: B Meadows  
Data processed by: B Meadows

Hammer-Aitoff Equal Area Projection

Glen Canyon NRA Near Wahweap April 27, 2008 22.9 hours LMT

Full Resolution Mosaic



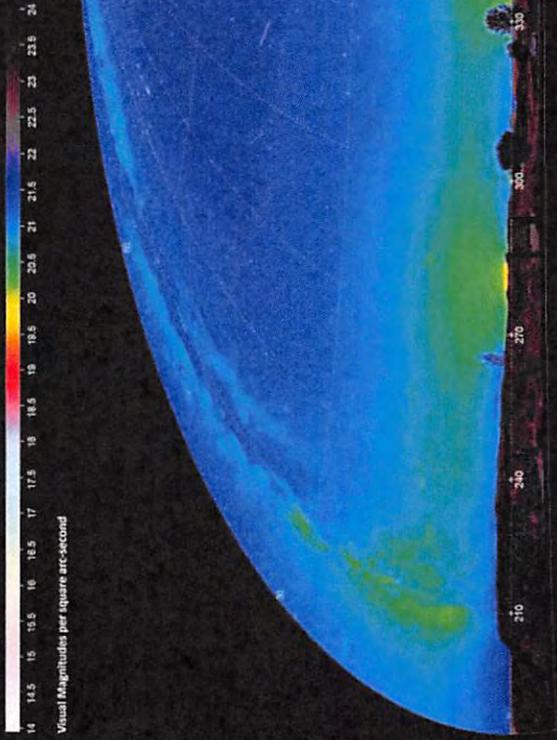
U.S. National Park Service  
Night Skies Program

Data collected by: D Durisko, T Jiles  
Data processed by: J White

Hammer-Aitoff Equal Area Projection

# Theodore Roosevelt NP (Oxbow Overlook) October 1, 2010 19:59 LMT

Full Resolution Mosaic



US National Park Service  
Night Skies Program

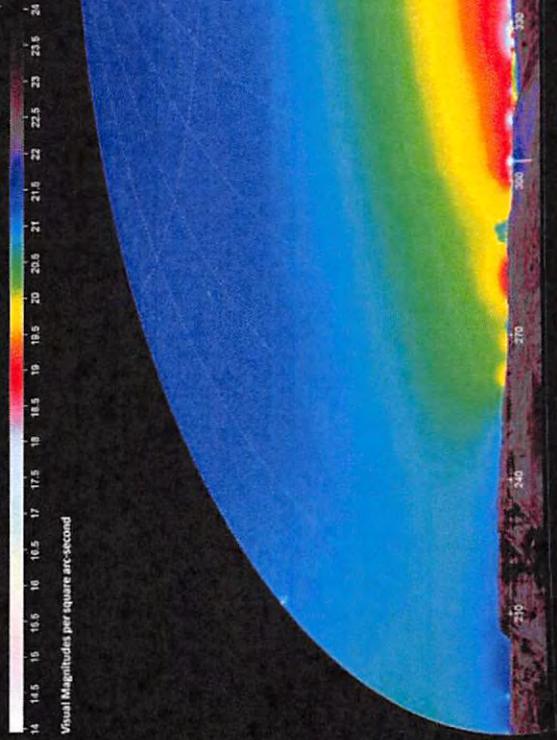
Data collected by: T. Ellis  
Data processed by: B. Meadows

Provisional Data

Hammer-Aitoff Equal Area Projection North Centered

# Theodore Roosevelt NP (Oxbow Overlook) May 10, 2013 1:06 LMT

Full Resolution Mosaic



US National Park Service  
Night Skies Program

Data collected by: J. Wiley, B. Meadows  
Data processed by: J. Willis

Provisional Data

Hammer-Aitoff Equal Area Projection North Centered

# Las Vegas, Nevada Modeled Current Anthropogenic Sky Glow

Population  
(2010 census)

**1,757,861**

Lumens per capita  
(VIIRS)

**7680**

Estimated Lumens  
per capita (model fit)

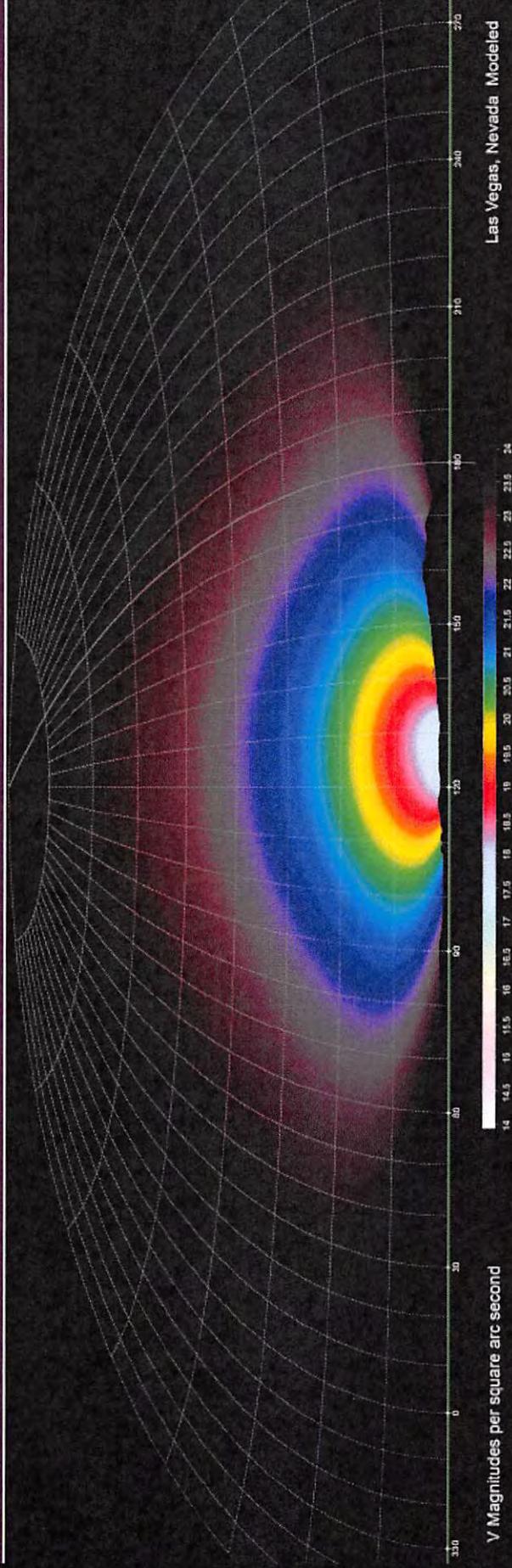
**6528**

Percent uplight

**10.0**

Lumens/capita ratio to Flagstaff

**3.15**



Distance to City Center **67.0 km**

# Flagstaff, Arizona Modeled Current Anthropogenic Sky Glow

Population  
(2010 census)

75,785

Lumens per capita  
(VIIRS)

2075\*

Estimated Lumens  
per capita (inventory)

2075

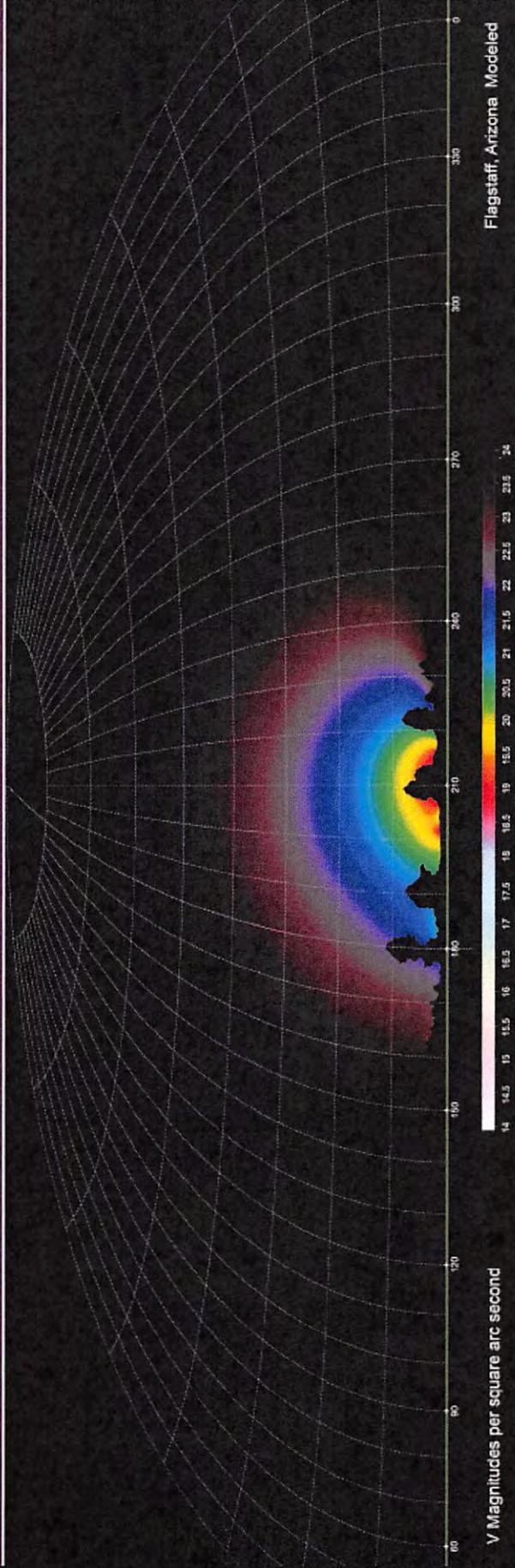
Percent uplight

8.0

\* Calibration point

Lumens/capita ratio to Flagstaff

1.0



Distance to City Center 21.8 km

# Page, Arizona Modeled Current Anthropogenic Sky Glow

Population  
(2010 census)

8,690

Lumens per capita  
(VIIRS)

10,368

Estimated Lumens  
per capita (model fit)

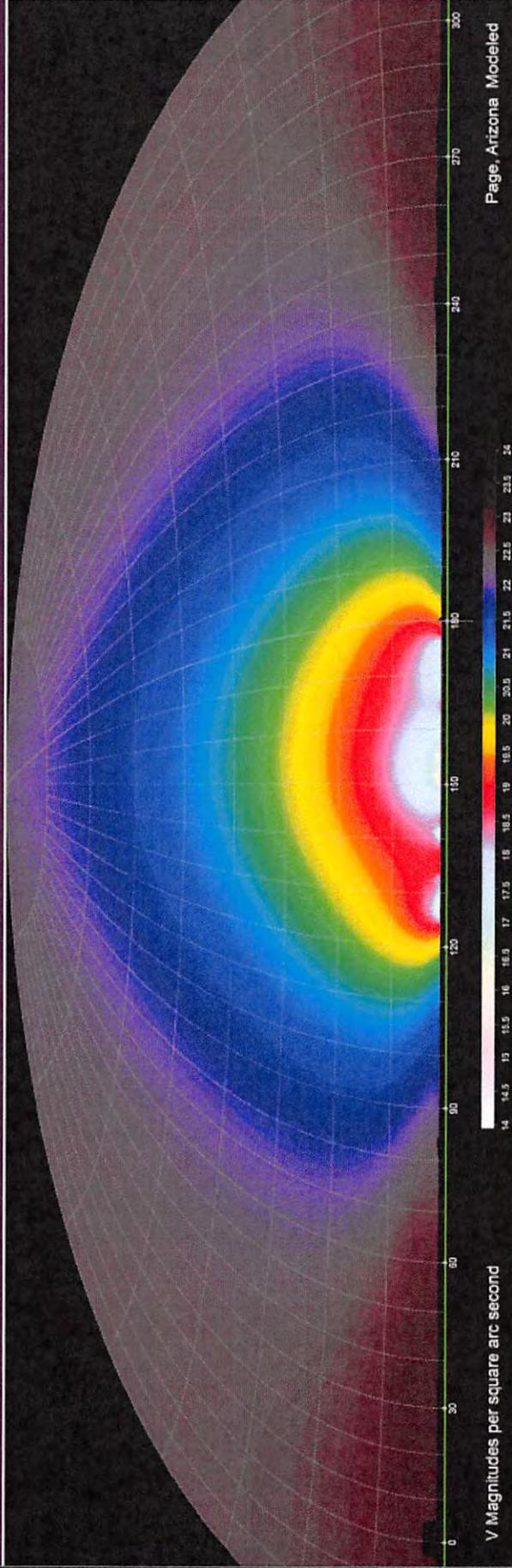
5702

Percent uplight

10.0

Lumens/capita ratio to Flagstaff

2.75



Distance to City Center 8.1 km

# Page, Arizona Modeled Best Practices Anthropogenic Sky Glow

Population  
(2010 census)

8,690

Lumens per capita  
(VIIRS)

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Estimated Lumens  
per capita (best prac.)

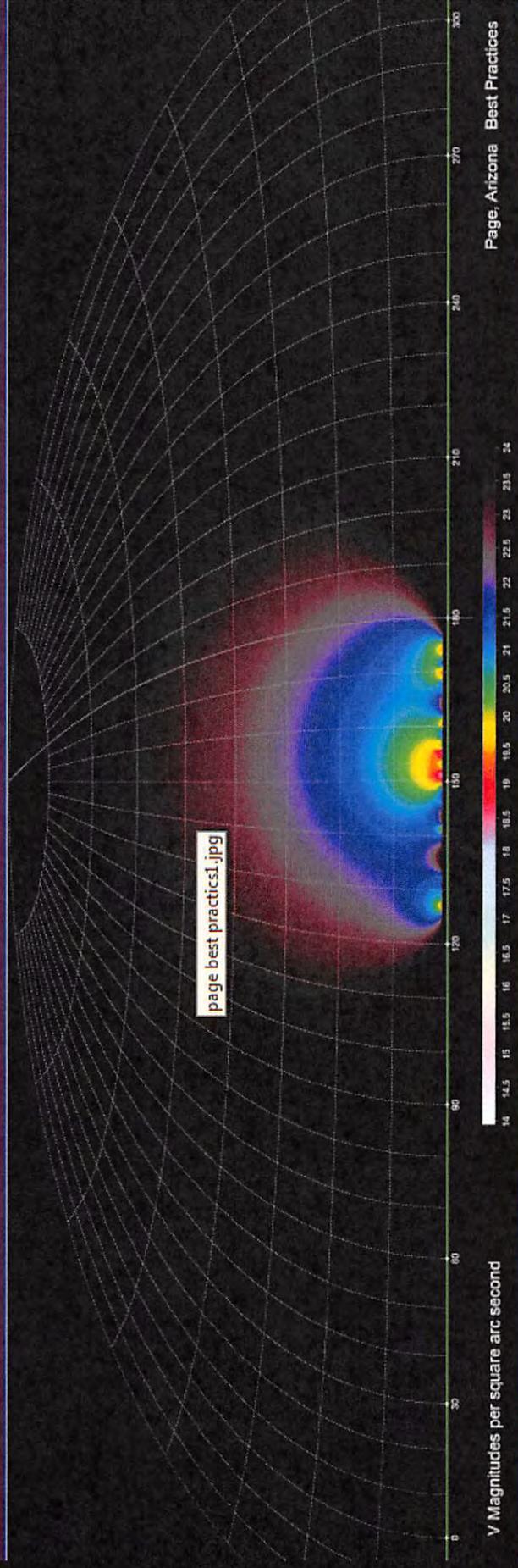
2075

Percent uplight

0.0

Lumens/capita ratio to Flagstaff

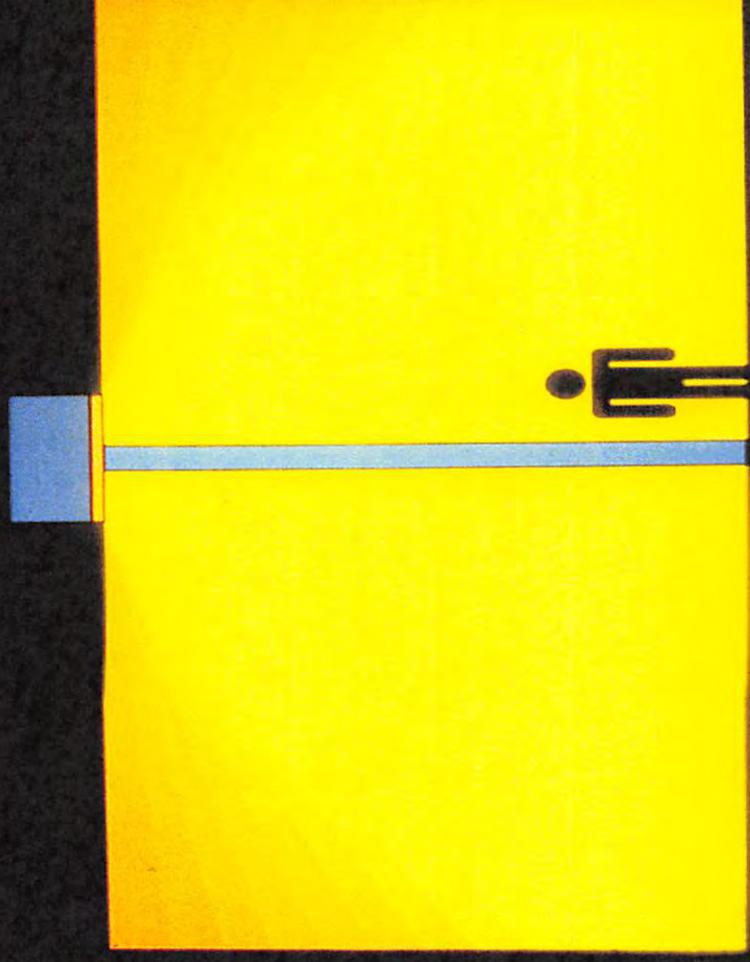
1.0



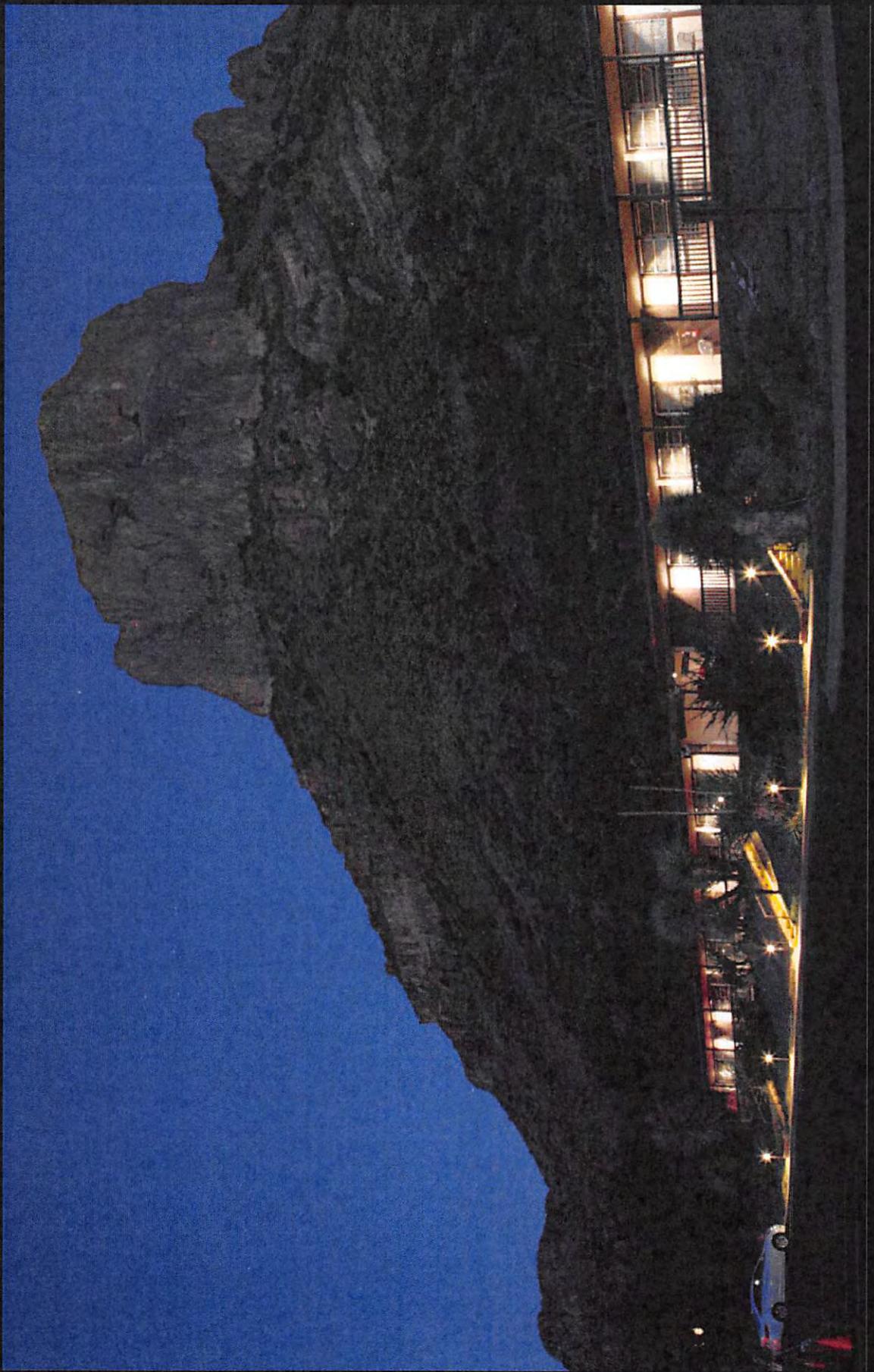
Distance to City Center 8.1 km

## Night Sky Friendly Lighting

- Use light only where needed
- Use light only when needed
- Shield light to reduce glare and improve efficiency
- Use yellow / amber light when practical
- Use the minimum necessary for the task
- Use energy efficient lamps

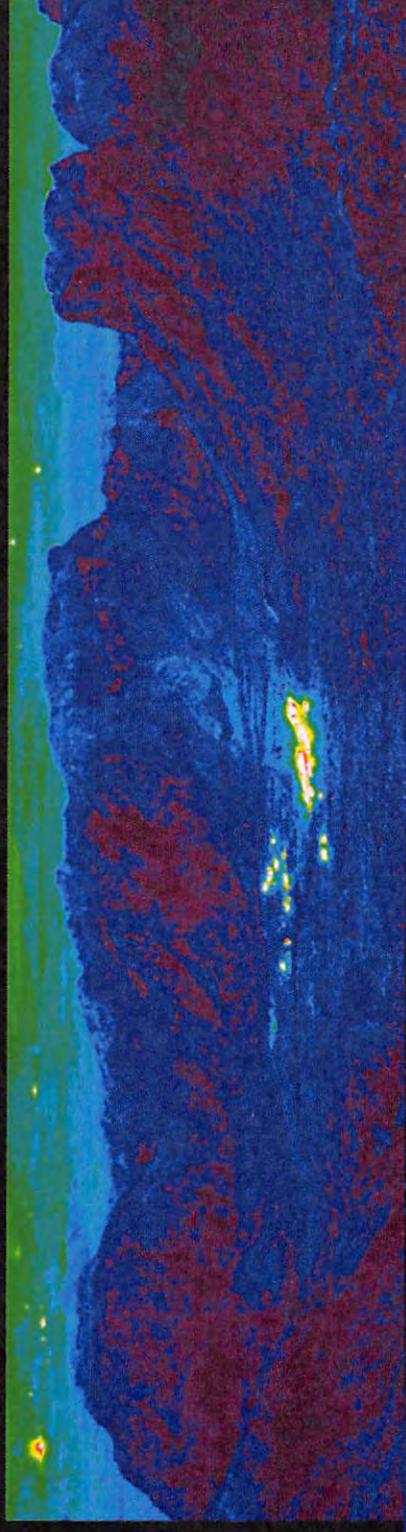
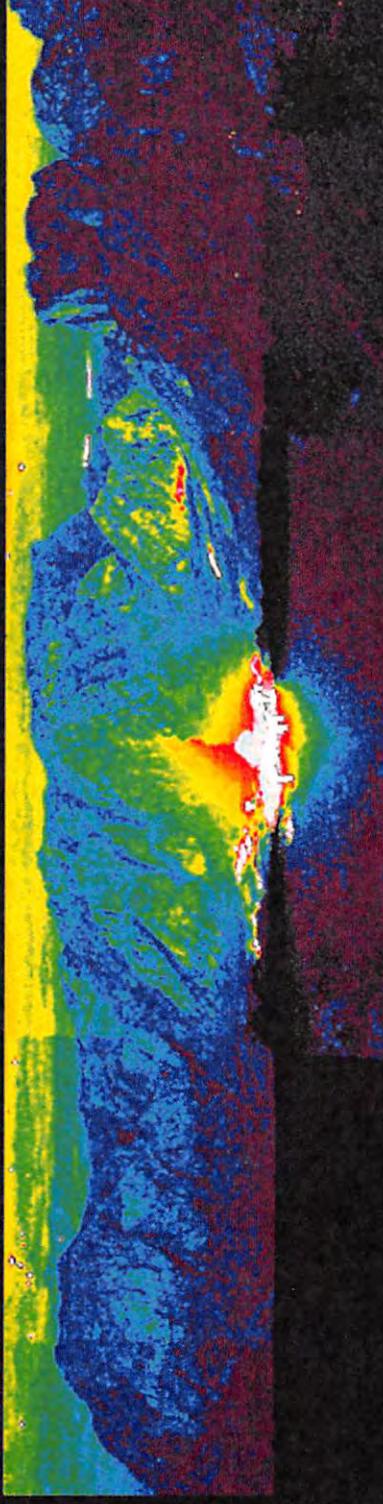


Lighting Retrofits at Big Bend by Musco



# Chisos Basin, Big Bend NP – 98% reduction in wattage, energy consumption, and associated CO2 emissions

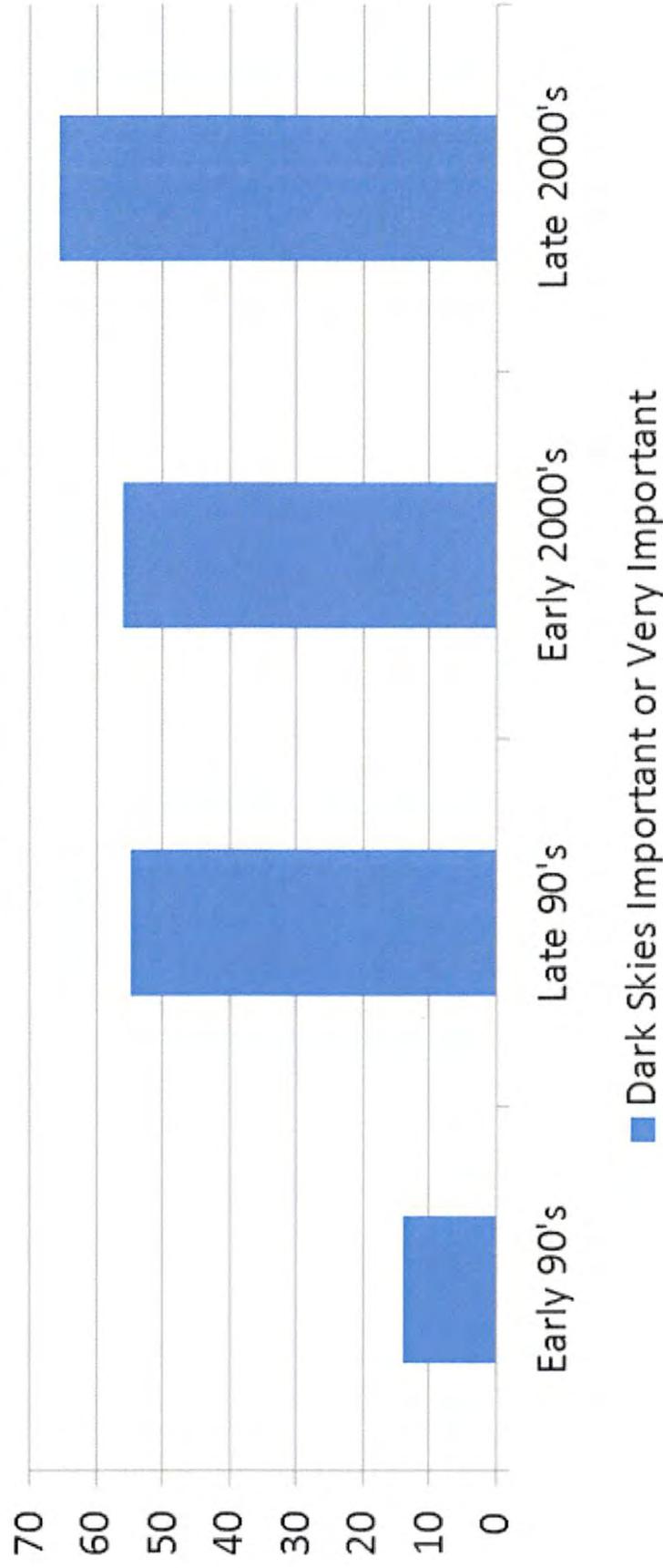
Panorama from Emory Peak 2003 (top) and August 2011 (bottom)



False color enhances dynamic range, two different cameras are not calibrated exactly to each other, but approximately so. 2003 a clearer night, distant landscape brighter.

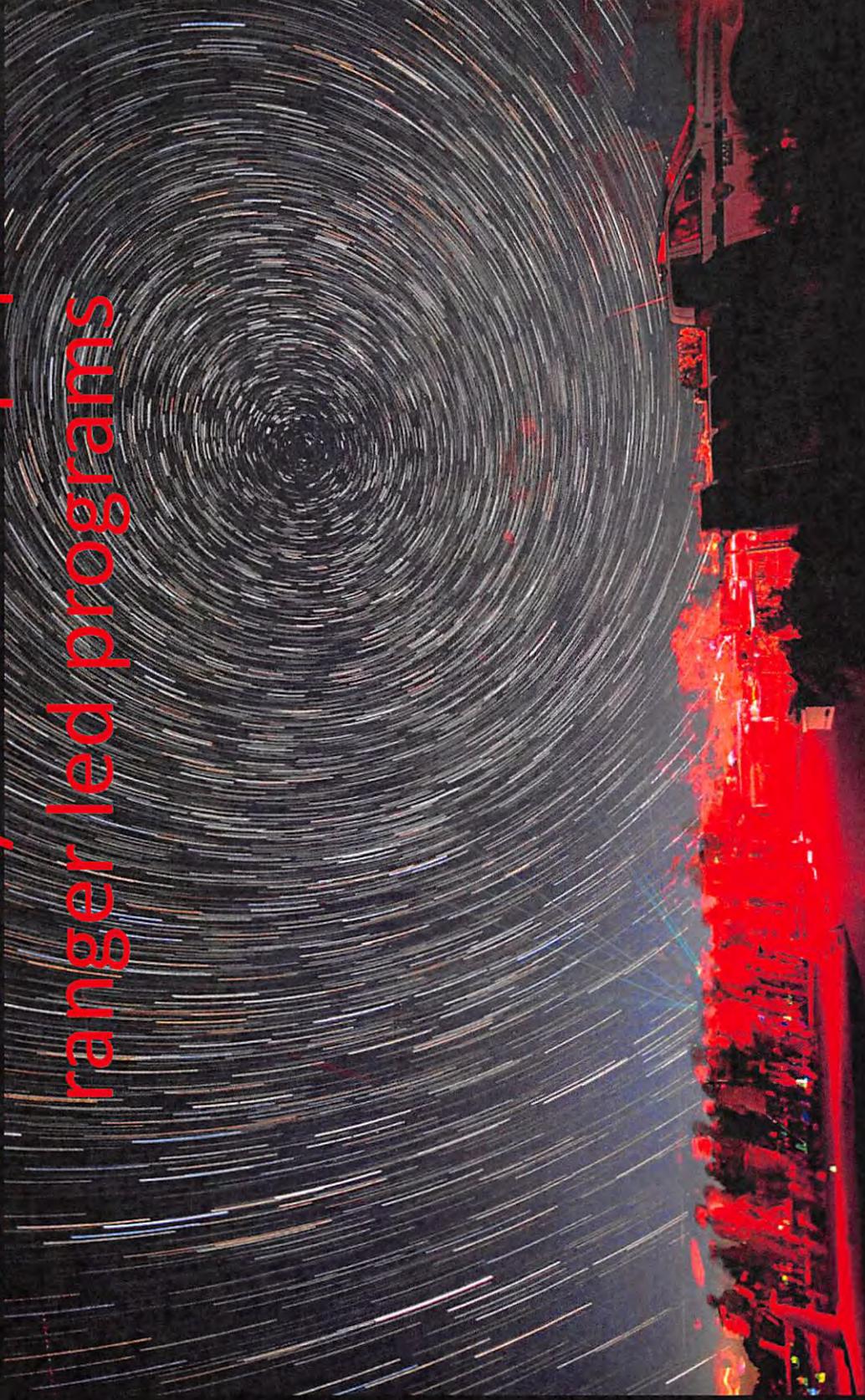
# Importance to NPS visitors

Dark Skies Important or Very Important

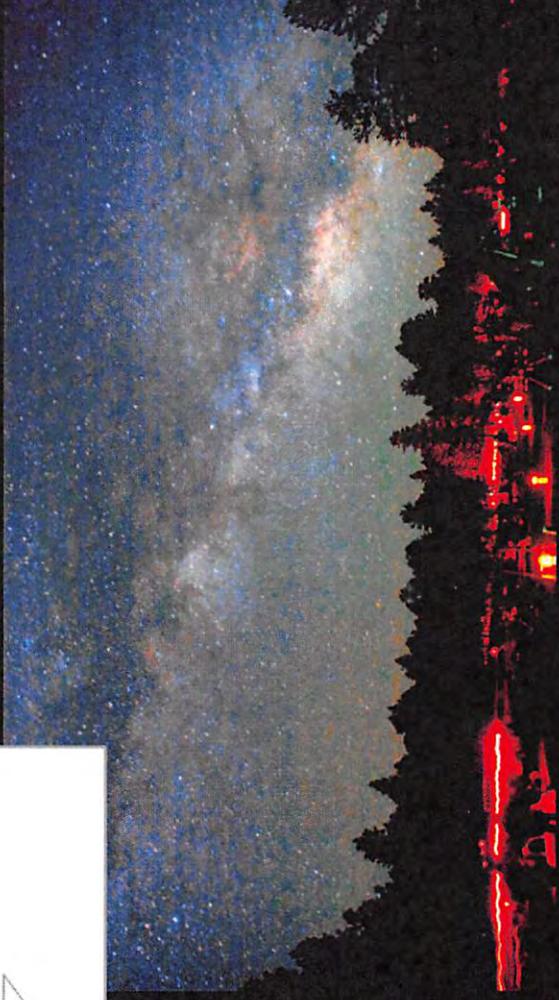
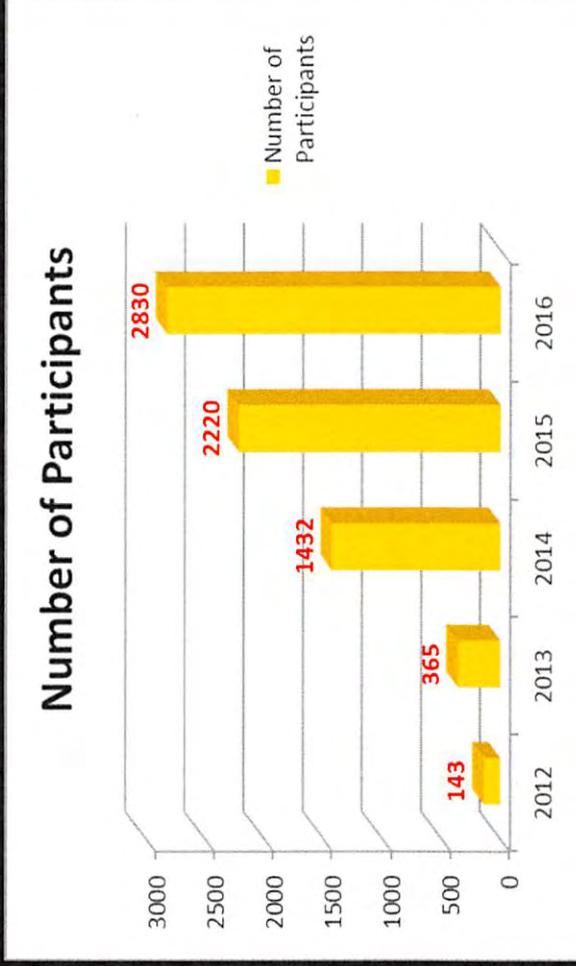


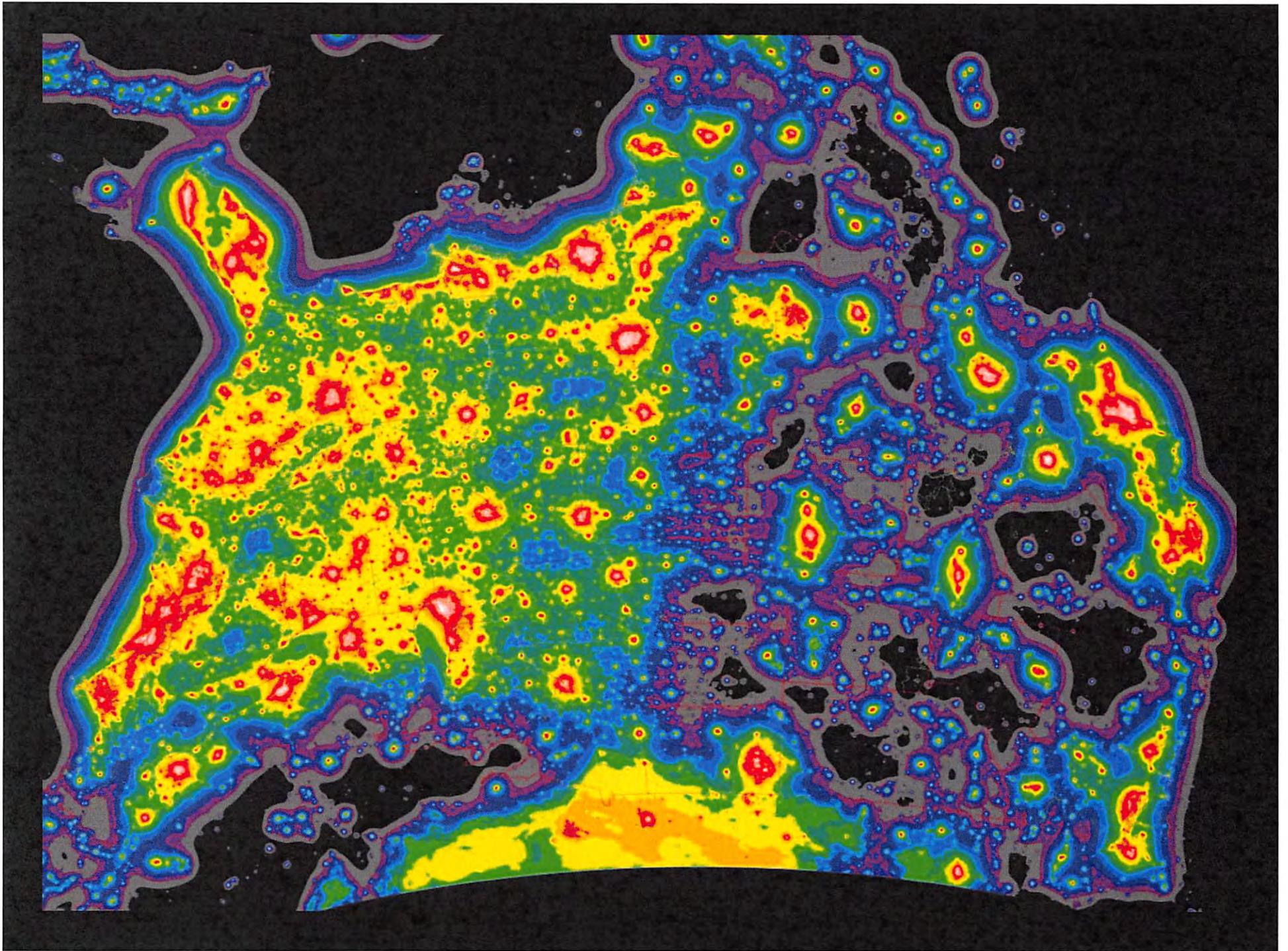
(Mitchell & Galloway, 2015)

Astronomy programs are consistently the most popular ranger led programs



# Rapid increase in popularity in Moab area parks

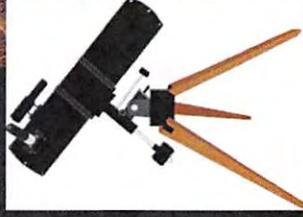




# Astrotourism



**Day Visit = \$90**



**Overnight Visit = \$270-\$390**

## Estimating Potential Economic Value

- Spending per party increase from \$90 to \$270-390 (day vs. overnight)
- Change represents an additional \$2.5 billion value added to Colorado Plateau economies over 10 years
- Increase the # of visitors during the off-peak seasons and provide a longer more sustained period of tourism activity

# Work with guides and local business



Tyler Nordgren

# Tourism Opportunities



1-800-346-8277 7 AM - 7 PM PST REQUEST A CATALOG IT'S FREE CHAT ONLINE NOW

DESTINATIONS

ADVENTURES

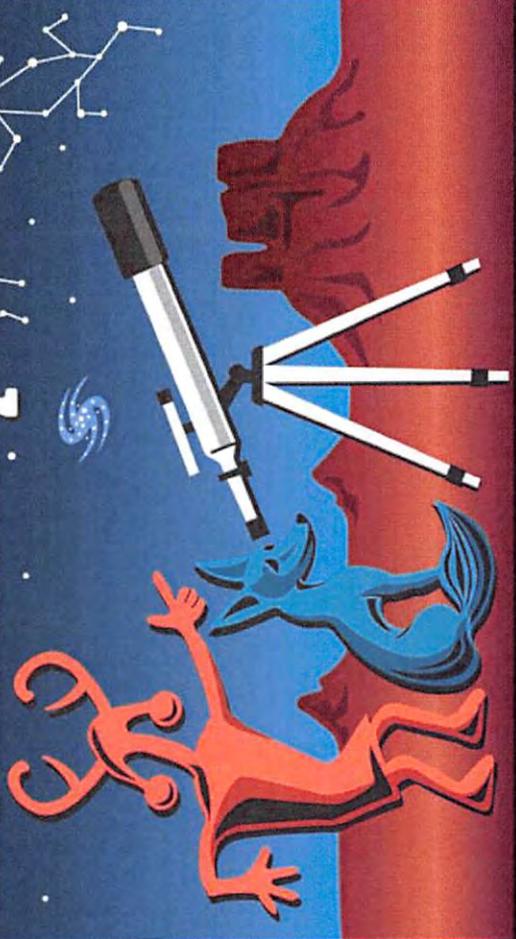
YOUR EXPERIENCE

## Nightscapes in Cataract Canyon: Stars with Lars



MOAB

# RedRock Astronomy



# Tourism Opportunities

## Deseret News

Southern Utah expects some stellar tourism

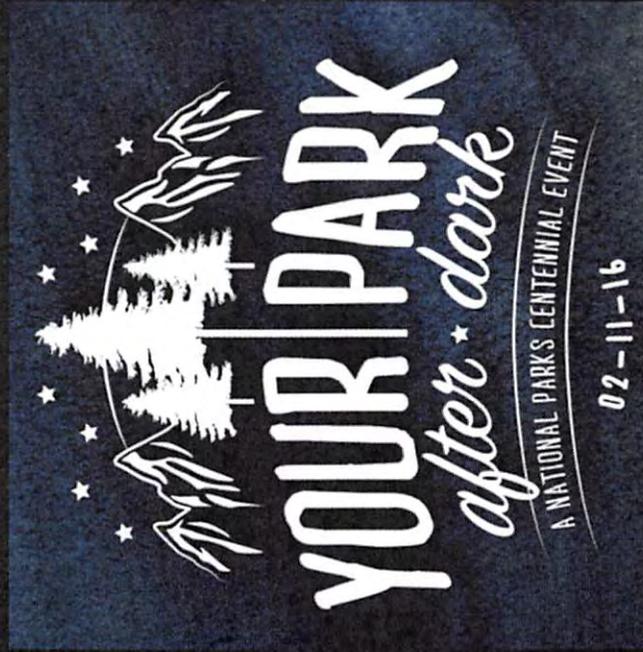
By Josh Huntsman The Daily Spectrum

Published: Saturday, Feb. 18 2012 4:00 p.m. MST

## Moab Dark Skies

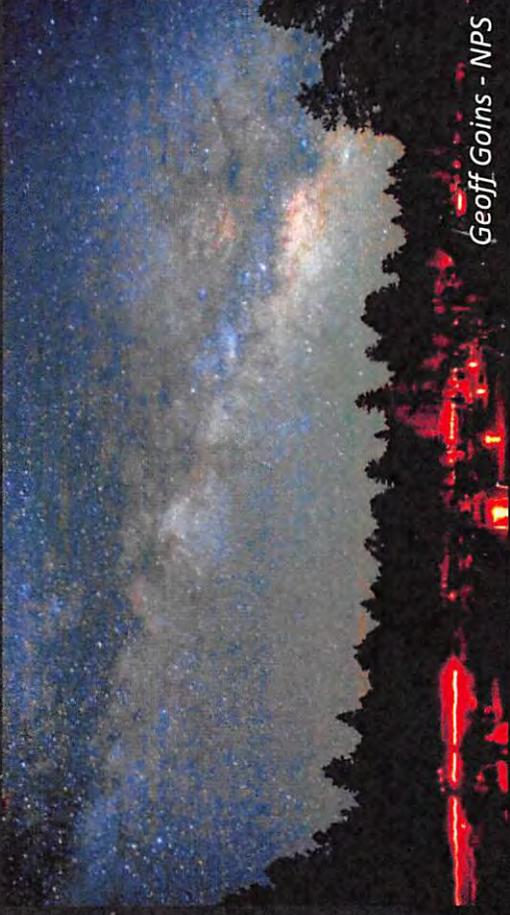


Live and Play under the Milky Way

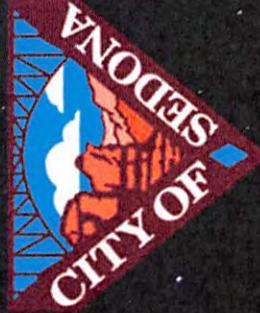


# Astrotourism and Economic Benefits

- Bryce Canyon (2012) – Astronomy related attendance accounted for over 50,000 visits and \$2 million contributed to local economies
- Tourism office campaigns have increased some park visitation by up to 30% (Mighty Five- Zion)

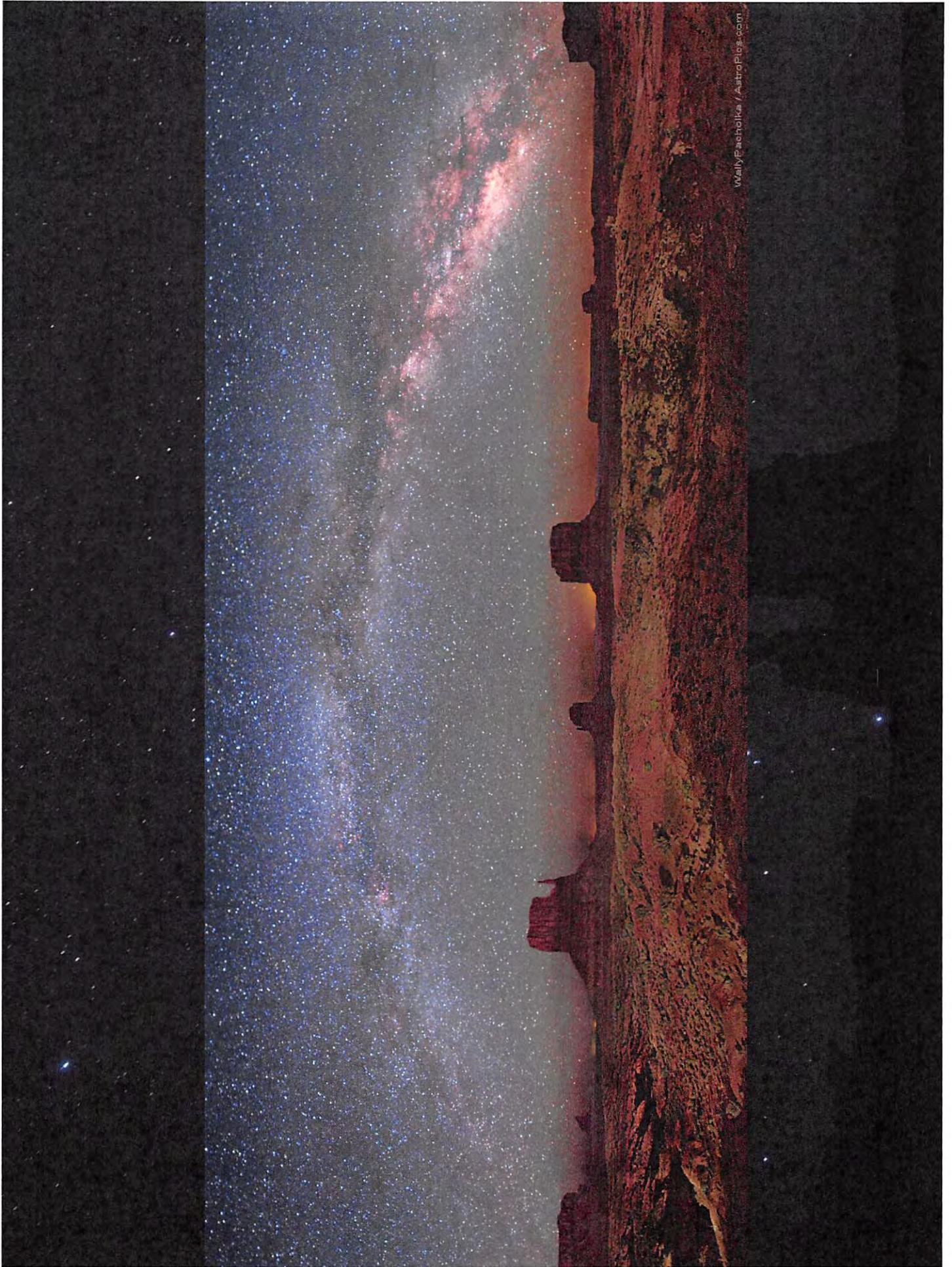


# International Dark Sky Parks / Places









WallyF.scholka / AstroPics.com

# Questions? Ideas?

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Colorado Plateau Dark Sky Cooperative is on Facebook

**Estimating the Potential Economic Value  
of the  
Night Skies  
Above the Colorado Plateau**

by

Dr. David Mitchell and Dr. Terrel Gallaway

Department of Economics  
Missouri State University  
Springfield, MO

## **Summary of Economic Study:**

### **Estimating the Potential Economic Value of the Night Skies Above the Colorado Plateau**

Dr. D. Mitchell and Dr. T. Gallaway ([TerrelGallaway@missouristate.edu](mailto:TerrelGallaway@missouristate.edu))

*This study was completed through a Cooperative Agreement of the Great Rivers CESU. Authors coordinated with NRSS Social Scientists at the beginning of the study. The authors plan to publish the work in a peer-reviewed journal. If that is not done, work should be internally peer-reviewed and published as an NRSS Technical Report. Until then, work should be cited as an unpublished study or circulated only internally.*

- “The complementary mutual interactions between dark-sky tourism, existing tourism, and ongoing conservations efforts are an important key to the advantages the Colorado Plateau has for dark-sky tourism. That is, one can view clear dark nights as a globally scarce, high-quality, resource that is found in abundance on the Colorado Plateau. Currently that resource is underutilized. However, exiting policies have helped to preserve it, and there is now an opportunity for a substantial increase in its utilization. A more explicit and coordinated effort to help leverage this resource could make traditional tourists more likely to visit the region and more likely to stay one or more nights.” (page 13)
- In the late 2000s, 65% of visitors to Colorado Plateau parks believed that dark skies were “important” or “very important” to their visit. (page 21)
- “The effect of dark skies on the state economies [in the Colorado Plateau] is quite large. Over the next 10 years, visitors will spend nearly \$2.5 Billion visiting NPS parks in the Dark Sky Cooperative trying to see a dark sky at night... This additional \$2.45 billion in spending creates \$1.68 billion in additional value added for the local state economies. The total effect of all of this additional spending is to create an additional 52,257 jobs that increase wages in the states by over \$1,094 million dollars.” (page 22)
- “The dark skies of the Colorado Plateau can be used, and promoted, as a magnet for tourism. Crucially, from an economic standpoint, the single most important thing about dark-sky tourism is that is necessitates one or more overnight stays. The NPS estimates that the average spending per party per day is about \$90 fro non-local day trips. For parties staying overnight at an NPS lodge, this spending rises to over \$390, for those staying in motels outside the park, the amount is a little over \$270. In other words, inducing visitors to stay overnight can increase spending several fold.” (page 27)
- Promoting dark skies [in the Colorado Plateau] will increase the number of visitors during the off-peak seasons and provide a longer more sustained period of tourism activity. This would provide the park and the local businesses with a steadier source of income. This also allows a more efficient use of park and local community resources.” (page 34)

- We would expect the economic impact of those who rate the night sky as important or very important but who stay overnight outside the park to dwarf the \$2.45 billion figure above and increase the total manifold. Importantly, these figures also do not include the impact of visitors to Forest Service or Bureau of Land Management lands." (page 35)
- "The reported figures assume simply the continuation of existing trends, with no increase in efforts to promote night sky tourism... This presents the local communities and the parks in the Colorado Plateau with a unique opportunity for partnership." (page 35)

## **I. Introduction to the Colorado Plateau and the problem of light pollution**

This study examines the economic value of night skies above the Colorado Plateau. The dark nights in this area of the United States are a rare scenic and recreational resource. They provide tourists with an opportunity experience something most of them cannot find at home—a chance to see the nocturnal world in its wild and natural state, one substantially free from light pollution.

Light pollution (LP) is increasingly recognized as a serious environmental problem. Light pollution is the alteration of natural light levels in the outdoor environment by man-made sources that may degrade the utility, function, biota, or aesthetics of the surrounding environment. Often this is due to the presence of poorly engineered lighting, or an attempt to over-light an area, such as a parking lot. The light pollution within a city can create a 'sky glow' effect that can be seen from over 100 miles away.

This problem of light pollution has been studied by astronomers for many decades as the presence of light pollution interferes with their research. More recently, the problem is increasingly studied by those in the natural and biological sciences. The presence of light pollution is known to interfere with the normal behavior of animals, especially nocturnal animals, and even some fauna. This interference with activities such as eating, evading predators, mating, and the like, and is beginning to have an effect on the population size of many different animals. In this way, light pollution can be just as devastating to the local wildlife population as a chemical spill in the local watershed would be. Fortunately, many in the scientific community and the general public are beginning to recognize this and solutions to reverse or at least halt the rate of increase in light pollution are starting to take shape.

The absence of light pollution has other desirable properties in that it can be used as a method of attracting tourists to an area. This effect is multifaceted. By having some areas that are

free of LP, tourists have a place to observe the night sky, experience a naturally dark environment, and witness a less trammeled wilderness. Secondly, preserving dark night skies helps to protect the health and diversity of local wildlife populations that help attract tourists to a National Park in the



Figure 1 The Colorado Plateau ■

first place. The area that this report examines is the Colorado Plateau Dark Sky Cooperative which covers approximately 130,000 square miles over 4 states in the Southwestern United States: Colorado, New Mexico, Arizona, and Utah (See Figure 1). This area is home to many public lands and national parks (see Table 1). It is also home to America's first Dark Sky Cooperative. The Colorado Plateau Dark Sky Cooperative hopes to bring further recognition of the area's night skies, demonstrate tangible benefits of curtailing unnecessary outdoor lighting, reduce energy use, preserve habitat for nocturnal wildlife, and boost local economies. In addition, it hopes to preserve

the cultural benefits of the night sky by “maintaining the context of ancient cultural resources, the historic fabric and charm of small towns, and encouraging a contemporary human connection with the stars” (Department of the Interior 2012). The National Park Service has hired a full-time Colorado Plateau Dark Sky Cooperative Coordinator to work with the NPS, interested communities, businesses, individuals, and other stakeholders to support local projects and promote civic engagement with the dark skies. Protecting, recognizing, and celebrating this resource is expected to create an economic impact that goes well beyond tourist spending.

Table 1

NPS Parks on the Colorado Plateau				
	Park Code	Park Name	State	Area (sq. miles)
1	ARCH	Arches NP	UT	120
2	BLCA	Black Canyon of the Gunnison NP	CO	47
3	BRCA	Bryce Canyon NP	UT	56
4	CACH	Canyon de Chelly NM	AZ	131
5	CANY	Canyonlands NP	UT	527
6	CARE	Capitol Reef NP	UT	378
7	CEBR	Cedar Breaks NM	UT	10
8	CHCU	Chaco Culture NHP	NM	53
9	COLM	Colorado NM	CO	32
10	DINO	Dinosaur NM	CO, UT	329
11	ELMA	El Malpais NM	NM	179
12	ELMO	El Morro NM	NM	2
13	GLCA	Glen Canyon NRA	AZ, UT	1875
14	GRCA	Grand Canyon NP	AZ	1902
15	HOVE	Hovenweep NM	CO, UT	1.2
16	HUTR	Hubbell Trading Post NHS	AZ	NA
17	LAKE	Lake Mead NRA	AZ, NV	2338
18	MEVE	Mesa Verde NP	CO	81
19	NABR	Natural Bridges NM	UT	12
20	NAVA	Navajo NM	AZ	0.6
21	PARA	Grand Canyon Parashant (Meade)*	AZ	1638
22	PEFO	Petrified Forest NP	AZ	146
23	RABR	Rainbow Bridge NM	UT	0.25
24	SUCR	Sunset Crater Volcano NM	AZ	5
25	WACA	Walnut Canyon NM	AZ	6
26	WUPA	Wupatki NM	AZ	55
27	ZION	Zion NP	UT	229

\*Area treated as part of Lake Mead NRA, with no separate statistics available. The BLM manages 808,747 acres of the monument and the NPS manages 208,453 acres that were previously part of Lake Mead National Recreation Area.

For the western states of Utah, Colorado, Arizona, and New Mexico, tourism is multibillion-dollar industry. Local and non-local National Park visitors make an economic contribution to local economies in these four states of nearly \$2.5 billion per year (see Table 2).

Table 2

State	Total Recreation Visits	Total Visitor Spending (\$ Millions)	Contribution of all Visitor Spending			
			Jobs	Labor Income (\$ Millions)	Value Added (\$ Millions)	Output (\$ Millions)
Arizona	10,103,266	\$773.90	11,783	\$409.10	\$674.50	\$1,086.00
Colorado	5,393,745	\$330.50	4,692	\$174.80	\$281.50	\$460.00
New Mexico	1,512,529	\$83.20	1,136	\$31.60	\$52.70	\$93.00
Utah	8,981,447	\$596.50	9,069	\$287.00	\$477.90	\$838.30
<b>Total</b>	<b>25,990,987</b>	<b>\$1,784.10</b>	<b>26,680</b>	<b>\$902.50</b>	<b>\$1,486.60</b>	<b>\$2,477.30</b>

Source: Table 5, *2013 National Park Visitor Spending Effects*

This report looks at the economic impact of non-local tourists to National Parks in the

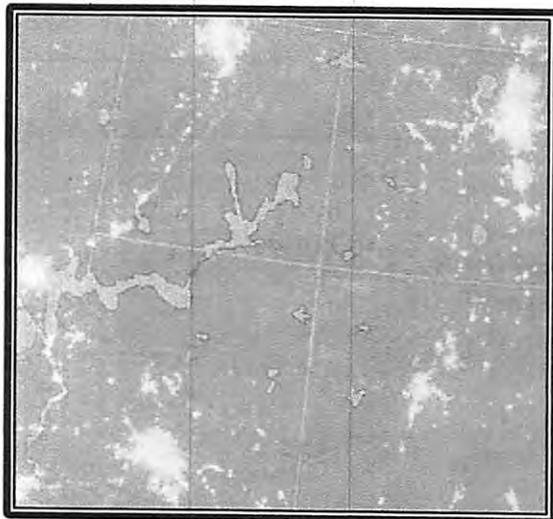


Figure 2 National Parks (Shown in Green) on the Colorado Plateau

Colorado Plateau who stay inside the park and consider the ability to see and enjoy night skies to be an important part of their travel plans. We analyze the impact such tourists have on the local economies found on the Colorado Plateau. Our methodology and data allow us to get a good sense of the impact of existing dark-sky oriented visitors to National Parks in the area. However, it is important to recognize that the potential for night sky tourism is much greater still. For example, we have not counted non-local visitors who

value dark skies but stayed outside of the park. Furthermore, we will show that there are good reasons to believe that the growth potential for this type of tourism is enormous. However, the pace

Table 3: 2013 Local Economic Impact from National Parks on the Colorado Plateau

Park Unit	Total Recreation Visits	Total Visitor Spending (\$000s)	Impact of Total Visitor Spending			
			Jobs	Labor Income (\$000s)	Value Added (\$000s)	Output (\$000s)
Arches NP*	1082866	\$120,171.70	1753	\$46,305.80	\$82,484.30	\$143,260.80
Black Canyon of the Gunnison NP	165464	\$10,166.90	122	\$4,260.30	\$6,864.90	\$11,121.60
Bryce Canyon NP	1240217	\$104,054.90	1422	\$38,499.10	\$69,258.50	\$120,035.10
Canyon De Chelly NM	776737	\$50,746.50	664	\$15,878.50	\$28,678.40	\$52,196.90
Canyonlands NP	436584	\$25,994.70	346	\$9,302.40	\$16,513.40	\$28,753.80
Capitol Reef NP*	650002	\$44,902.40	553	\$15,136.50	\$27,027.60	\$47,791.50
Cedar Breaks NM	391819	\$24,564.40	338	\$8,836.40	\$15,614.20	\$27,295.50
Chaco Culture NHP	28544	\$1,555.00	21	\$598.80	\$1,007.80	\$1,755.70
Colorado NM	384019	\$24,175.70	321	\$8,751.60	\$15,541.40	\$26,808.40
Dinosaur NM	258754	\$15,596.00	184	\$5,660.30	\$9,442.50	\$15,872.70
El Malpais NM	129102	\$8,263.00	119	\$3,314.70	\$5,643.30	\$9,941.80
El Morro NM	37596	\$2,354.80	32	\$583.90	\$1,169.30	\$2,237.80
Glen Canyon NRA	1991925	\$115,593.60	1435	\$39,342.80	\$68,821.80	\$118,926.80
Grand Canyon NP*	4564841	\$476,194.80	6238	\$235,874.30	\$399,291.60	\$604,022.50
Hovenweep NM	23425	\$1,469.20	19	\$508.80	\$889.10	\$1,551.70
Hubbell Trading Post NHS	63570	\$3,985.50	54	\$1,257.50	\$2,242.50	\$4,083.40
Lake Mead NRA	4420353	\$231,398.10	2628	\$98,457.50	\$159,141.10	\$247,170.10
Mesa Verde NP*	450827	\$44,973.70	616	\$16,331.80	\$28,654.00	\$49,772.40
Natural Bridges NM	77363	\$4,805.90	59	\$1,607.10	\$2,843.30	\$4,903.40
Navajo NM	50822	\$3,196.10	39	\$1,071.30	\$1,893.70	\$3,259.50
Petrified Forest NP	603512	\$38,621.30	475	\$12,706.40	\$22,583.00	\$39,213.10
Rainbow Bridge NM	46008	\$2,884.40	37	\$992.70	\$1,730.50	\$2,978.30
Sunset Crater Volcano NM	155286	\$9,735.40	123	\$3,477.90	\$5,916.10	\$10,078.50
Walnut Canyon NM	105225	\$6,596.90	83	\$2,356.70	\$4,008.90	\$6,829.40
Wupatki NM	160338	\$10,052.20	128	\$3,638.00	\$6,168.00	\$10,489.10
Zion NP*	2617129	\$144,029.90	1737	\$72,163.80	\$118,242.90	\$183,327.80
<b>Total</b>	<b>20,912,328</b>	<b>\$1,526,083.00</b>	<b>19,546</b>	<b>\$646,914.90</b>	<b>\$1,101,672.10</b>	<b>\$1,773,677.60</b>

Source: Table 4, 2013 National Park Visitor Spending Effects

of growth and the eventual magnitude of night-sky tourism depend on the willingness of stakeholders to promote night-sky tourism and leverage the region's unparalleled assets in this area. That is, this economic impact analysis measures existing trends, where comparatively little is done

to promote night-sky tourism. However, local business interests could do more to leverage and promote the area's unique potential for this type of tourism. Such policy changes have the potential to dramatically increase the already large economic impact of night-sky tourism.

As mentioned above, much of the land on the Colorado plateau is public land. Our focus in this study is largely on the 27 parks in the area that are administered by the National Park Service (NPS). We focus on these parks because of the availability of data and because they already attract a great many tourists. Many of the parks are also quite large, with four of them each exceeding 1500 square miles in area (See Figure 2). Together, all of these parks cover a vast area.

In addition to National Parks, there are public lands administered by the state parks, the US Forest Service (USFS), and the Bureau of Land Management (BLM). Figure 3 superimposes Public lands on top of the earlier maps showing the Colorado Plateau. As one can see, most of the northern half, and much of the southern half of the Colorado Plateau is public land.

These public lands create complementary affects when it comes to protecting dark skies on the Colorado Plateau.

Protecting public lands has helped preserve dark skies in this region. Nevertheless, one would expect explicit consideration about the value of dark skies to lend additional protections to the landscapes, wildlife, and natural experiences sought out by tourists.

### Existing Dark-Sky Recognition

The Colorado Plateau has long enjoyed a reputation for excellent night skies. Low population density and the afore-mentioned abundance public lands have helped preserve the night.



Figure 3 Public Lands On & Near the Colorado Plateau in UT, CO, AZ, NM  
BLM  USFS  NPS

In addition, the generally arid climate and high elevation of the region lend themselves to superior views of the heavens. Consequently, nightscapes on the Colorado Plateau can be truly exquisite. They are a scarce asset with important cultural, aesthetic, historical and recreational dimensions. Such high-quality views are increasingly rare in modern, urbanized, society. People live and work in areas that are brightly lit and where 24-hour-a-day commerce is more common than unpolluted night skies. Tourists from all over the world visit the Colorado Plateau. Like most of most of the world's population, many have lost their view of the Milky Way. For them, a dark night sky is, in its own way, as exotic of a site as a heard of bison or a glacial lake.

International recognition of the importance of night skies on the Colorado Plateau has, in recent years, become more explicit and formalized. On March 6th, 2007, Natural Bridges National Monument became the first International Dark Sky Park certified by the International Dark-Sky Association. Since then, other parks on the Colorado Plateau have received similar recognition. This recognition is given in recognition of extraordinary conservation efforts. The list of International Dark Sky Parks on the Colorado Plateau now include:

- Natural Bridges NM
- Chaco Culture NHP
- Parashant International Night Sky Province
- Hovenweep National Monument

All four of these parks are gold-tier certified, signifying that they have the highest quality night skies. Together, these areas account for one quarter of all such Dark Sky Parks currently in existence worldwide.

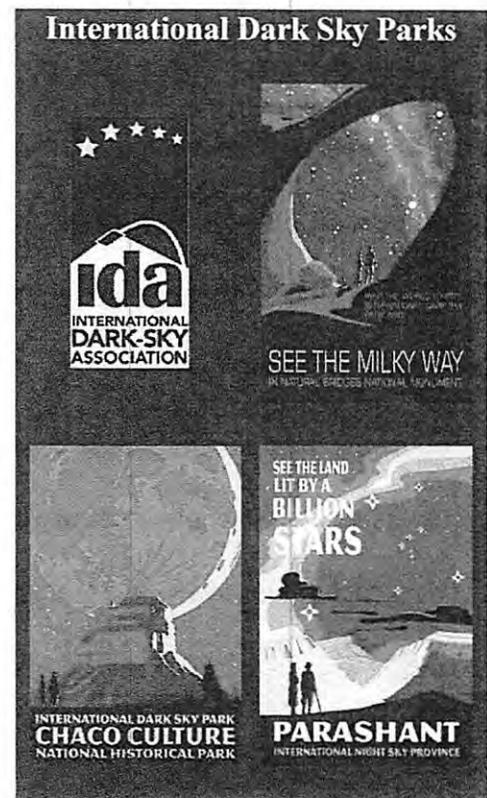


Figure 4  
Sources: Dr. Tyler Nordgren, NPS, IDA

The concentration of these International Dark Sky Parks on the Colorado Plateau points to the global importance of this region. It is an immense area with skies dark enough and clear enough to make it the envy of the world. Much of the landscape is protected, and the nightscapes have also received some level of protection, by both happenstance and concerted effort. Moreover, even though the area is vast and remote, it is highly accessible and already a destination for millions of tourists each year. For all of these reasons, the Colorado Plateau has very substantial and unique potential for night sky tourism. Significantly, the potential for increasing tourism goes far beyond just attracting visitors who are primarily interested in dark skies. The dark skies give existing and potential tourist yet another reason to come to the region. For example, the NPS Night Skies Team has started working with river guides, mountain biking trip leaders, and others to add stargazing components to their existing tours. They provide materials and a little training so commercial outfitters can feel comfortable showing the night sky to their clients. Of vital importance, dark skies also give tourist a concrete reason to extend their stays to include one or more nights. For example, “Visitors to Bryce Canyon and Cedar Breaks view parks and wilderness areas as the most preferred locations for stargazing, with 99.4% of interpretive program visitors and 79.9% of day users marking this choice” (Mace and McDaniel 2013, 52). This was true even though many visitors did not know about the night-sky related activities offered by the parks. For example, Mace and McDaniel found that, of these same visitors, “62.5% of day users and 41.8% of program visitors were unaware of existing night sky and stargazing opportunities at the parks prior to visiting” (Mace and McDaniel 2013, 52).

## BLM Land and Additional Public Lands

As noted earlier, the BLM manages a great deal of land on the Colorado Plateau. In the four state area, BLM lands account for nearly thirty-one-million visitor days (see Table 4).

Table 4, Visitor Information BLM Land

Administrative State <sup>a</sup>	Recreation Sites <sup>b</sup> Thousands		Dispersed Areas <sup>c</sup> Thousands		Recreation Lease Sites <sup>d</sup> Thousands		Recreation Partnership Sites <sup>e</sup> Thousands		Total Thousands	
	Visits <sup>f</sup>	Visitor Days <sup>g</sup>	Visits <sup>f</sup>	Visitor Days <sup>g</sup>	Visits <sup>f</sup>	Visitor Days <sup>g</sup>	Visits <sup>f</sup>	Visitor Days <sup>g</sup>	Visits <sup>f</sup>	Visitor Days <sup>g</sup>
Arizona	2,355	9,452	1,287	1,578	2,121	3,513	12	25	5,775	14,568
Colorado	3,308	2,059	2,957	5,395	0	0	698	128	6,963	7,582
New Mexico	1,138	579	3,442	2,867	0	0	0	7	4,580	3,453
Utah	3,259	2,137	3,517	3,100	26	10	42	78	6,844	5,325
Total	10,060	14,227	11,203	12,940	2,147	3,523	752	238	24,162	30,928
<p>/a/ The Arizona State Office administers BLM public lands in CA along the Colorado River; the New Mexico State Office administers BLM public lands in KS, OK, and TX. /b/ These are recreation sites and other specific areas on public lands directly managed by the BLM that are recognized as “managerially significant,” where managactions are required to provide specific recreation setting or activity opportunities, to protect resource values, or to enhance visitor safety. Visitation estimates are based on a variety of methods, including sampling, fee receipts, registrations, traffic counts, observations, or best estimates based on local knowledge. /c/ Dispersed areas are the remaining public lands that are open to recreational use but that do not contain developed or “managerially significant” recreation sites. Visitation estimates in dispersed areas are generally best estimates based on local knowledge. /d/ Recreation lease sites are long-term authorizations granted under the authority of the Federal Land Policy and Management Act to private entities to provide recreation facilities and services to the public. /e/ Recreation partnership sites are recreation sites managed primarily by another public entity under the authority of the Recreation and Public Purposes Act and similar agreements; the BLM has a significant presence on the leased parcel (e.g., ranger patrols, signs, brochures). /f/ A visit is the entry of any person for recreational purposes onto lands and related waters administered by the BLM, regardless of duration. /g/ A visitor day is a common unit of measure of recreational use among Federal agencies. One visitor day represents an aggregate of 12 visitor hours to a site or area.</p>										
Source: The BLM’s Recreation Management Information System reports (Fiscal Year 2013).										

Of particular relevance to dark-sky tourism are lands that have been especially designated for conservation. The BLM’s National Landscape Conservation System, better known as the National Conservation Lands, was established in 2000 to conserve and protect nationally significant landscapes. Scenic views of wide-open spaces and wide-open skies are generally an important part of these landscapes. The conservation lands include a variety of different types of land designations such as National Monuments, National Conservation Areas, Wilderness Areas, and Wilderness

Study Areas. As once can see from Figure 5 and Table 5, there are several large examples of BLM National Monuments and Conservation Areas on or adjacent to the Colorado Plateau. Grand Canyon Parashant has already been mentioned, but the Grand Staircase-Escalante is even larger—covering 1,866,134 acres.

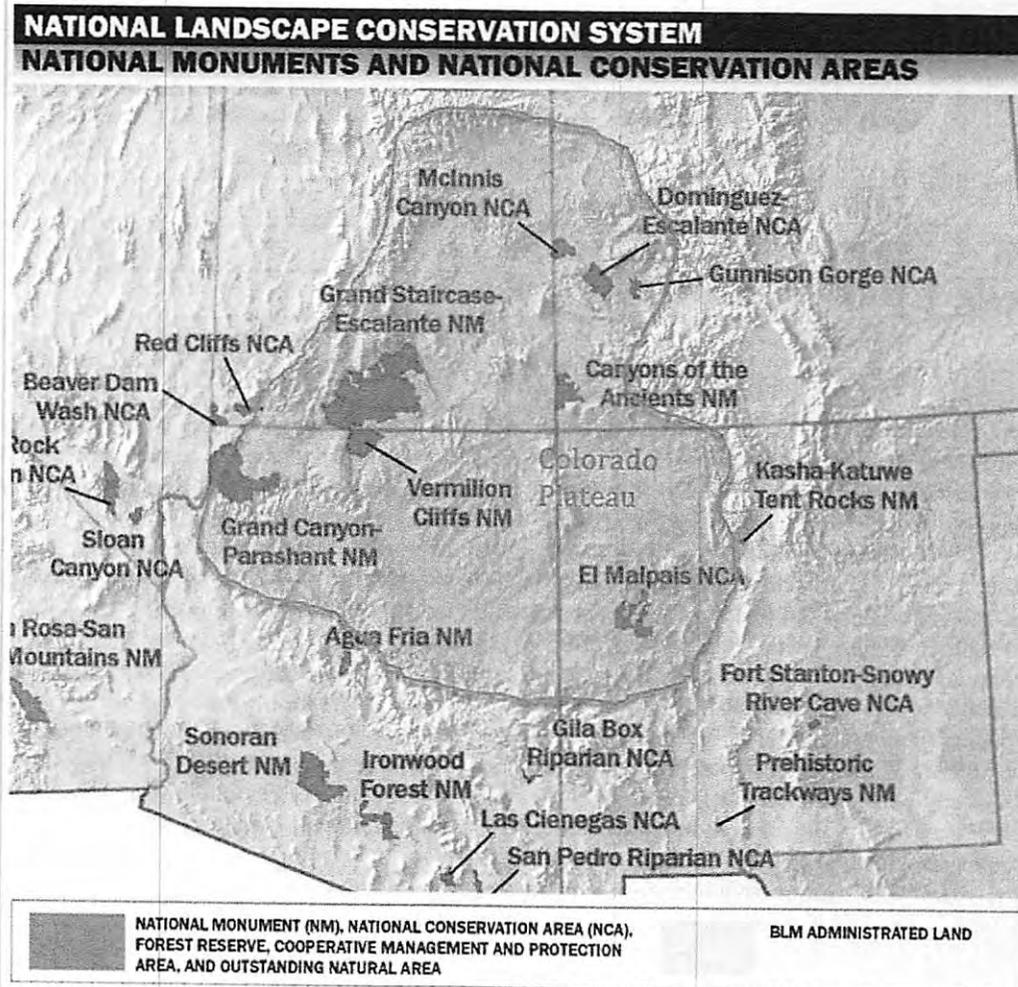


Figure 5

Table 5, BLM Land Conservation System

<b>BLM National Landscape Conservation System: Select National Monuments and Conservation Areas</b>					
<b>National Monuments</b>					
<b>State</b>	<b>National Monument</b>	<b>BLM Acres</b>	<b>Other Federal Acres</b>	<b>State and Private Inholdings*</b>	<b>Total Monument Acres</b>
AZ	Grand Canyon-Parashant	808,747	208,453	31,125	1,017,200
AZ	Vermilion Cliffs	279,568	0	14,121	279,568
CO	Canyons of the Ancients	174,240	0	12,164	174,240
NM	Kasha-Katuwe Tent Rocks	4,124	0	1,278	4,124
NM	Rio Grande del Norte	242,555	0	0	242,555
UT	Grand Staircase-Escalante	1,866,134	0	13,977	1,866,134
<b>National Conservation Areas</b>					
<b>State</b>	<b>Unit Name</b>	<b>BLM Acres</b>	<b>Other Federal Acres</b>	<b>State and Private Inholdings*</b>	<b>Total Unit Acres</b>
CO	Dominguez-Escalante NCA	210,172	0	8,825	210,172
CO	Gunnison Gorge NCA	62,844	552	1,673	63,396
CO	McInnis Canyons NCA	123,430		823	123,430
NM	El Malpais NCA	230,000	0	32,960	230,000
UT	Red Cliffs NCA	44,825	0	16,385	44,825
*State and Private inholdings are not part of the BLM Unit.					
<a href="http://www.blm.gov/style/medialib/blm/wo/Law%20Enforcement/nlcs/monuments.Par.37811.File.dat/Monuments_Q4_2014.pdf">http://www.blm.gov/style/medialib/blm/wo/Law Enforcement/nlcs/monuments.Par.37811.File.dat/Monuments_Q4_2014.pdf</a>					
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Similarly, the US Forest Service has a strong presence on the Colorado Plateau. Their visitor statistics are much less detailed than those of the NPS. Moreover, the data are aggregated by regions such that the Colorado Plateau is divided among multiple regions, each of which contains lands not on the plateau. Nevertheless, by way of example, the vast majority of NFS lands in their Rocky Mountain Region are on the Colorado Plateau. Average annual visitations for this region

between 2008 and 2012 was over 30 million visitors per year to National Forests and 1.4 million per year to wilderness areas (Department of Agriculture 2013).<sup>1</sup>

The Colorado Plateau contains many fine examples of wilderness areas. Wilderness areas are very special areas where landscapes and wildlife are largely undisturbed. The Wilderness Act defined these places as “an area where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain.” There are a number of large and important BLM Wilderness Areas on the Colorado Plateau. These include Black Ridge Canyons, Dominguez Canyon and Powderhorn Canyon (mostly) in Colorado, and Paria Canyon-Vermillion Cliffs (mostly) in Arizona. There are, in addition, numerous US Forest Service Wilderness Areas especially in Colorado, and numerous BLM Wilderness Study Areas, especially in Utah.

These wilderness areas exemplify the pristine nightscapes that can be found on the Colorado Plateau. Moreover, it is increasingly recognized that protecting nightscapes is a vitally important to both wildlife and landscape preservation. The complementary mutual interactions between dark-sky tourism, existing tourism, and ongoing conservation efforts are an important key to the advantages the Colorado Plateau has for dark-sky tourism. That is, one can view clear dark nights as a globally scarce, high-quality, resource that is found in abundance on the Colorado Plateau. Currently that resource is underutilized. However, existing policies have helped to preserve it, and there is now an opportunity for a substantial increase in its utilization. A more explicit and coordinated effort to help leverage this resource could make traditional tourists more likely to visit the region and more likely to stay one or more nights. At the same time, one would expect such efforts would help establish a new tourism niche with its own unique needs, opportunities, and seasonal variations.

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<sup>1</sup> By necessity, these NFS statistics are just meant to be suggestive rather than comprehensive. Some of these visits were not on the Colorado Plateau. While Colorado has a disproportionate amount of NFS land, these numbers do not include visitors in AZ, NM or UT. Accordingly, the number of NFS visitors on the Colorado Plateau as a whole would be much higher.

## **II. Economic Impact Analysis Methodology**

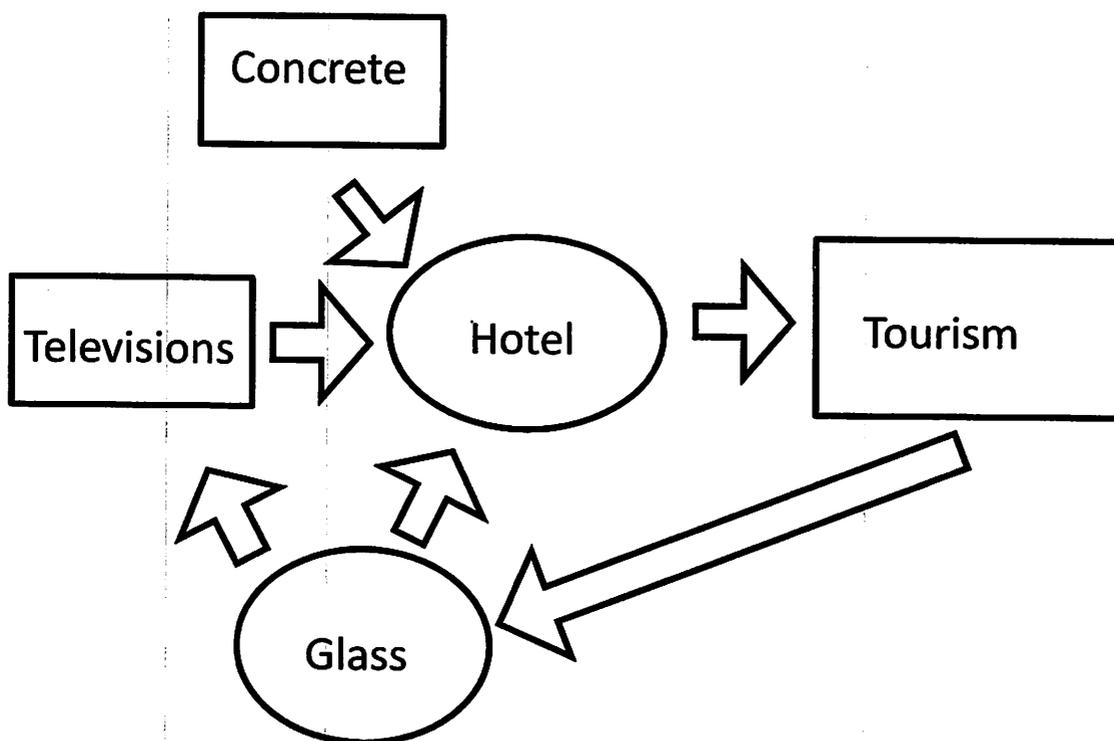
Economic impacts from visitor spending are best analyzed using Input-Output Analysis (IO) for the region in question. Input-Output analysis recognizes that in order for an output to be produced, it needs multiple inputs and the production of both the inputs and outputs have forward and backward linkages to each other. The inter-industry linkages that exist between these different industries are traced, compiled, and aggregated to better understand the forward and backward flow of economic activity within the region.

There are three distinct types of impacts when examining IO analysis. The first is direct spending and is represented by the presence of new dollars being spent within a region on the initial industry. Second, the indirect effect is the additional sales that result in the region for the industries that supply the initial industry with inputs. Finally, the induced effects result from the increased spending on all products by households in the region that now have higher income due to the increased spending in the initial industry and the supporting industries.

For example, assume that there is an increase in tourism that increases the demand for hotel rooms such that a new hotel is constructed. In order to build the hotel many inputs must be purchased including concrete, lumber, nails, televisions and furniture for the guest rooms, carpeting, and the services of carpenters, plumbers, electricians, etc. Furthermore, in order to operate the hotel, the hotelier needs to hire staff and purchase items such as office supplies, electricity, water, food, soaps, shampoos, etc. However, the production of the inputs used to produce more hotel rooms creates other inter-industry demands as well. In order to produce the extra televisions for the rooms, TV manufacturers have to hire labor and procure the necessary components to manufacture televisions such as electronics, plastics, and glass. Of course, the production of glass for television screens means that glass manufacturers are faced with increased demands for their products which

necessitate their increased demand for the inputs needed to create glass. Interestingly enough, now that the glass workers are employed, their demand for vacations increases, thus increasing the demand for tourism and the industries that are associated with tourism. Figure 6 illustrates these inter-industry linkages.

Figure 6. Input-Output Analysis Illustrated



The presence of both, 1) saving behavior by people within a region, and 2) spending by people within a region on goods and services produced outside of the region leads to ‘leakages’ from the system. The presence of these leakages means that the subsequent rounds of additional indirect and induced spending get smaller and smaller and eventually become equal to zero.

Therefore, one is able to calculate a multiplier from the new spending in the initial industry based upon the amount of indirect and induced spending it created<sup>2</sup>.

We wanted to estimate the economic impact of dark skies for the next 10 years; therefore, we began our study by examining National Park Service data on the number of visitors to each park in the past 10 years. Since we are interested in the economic impact of dark skies, we need to examine the spending behavior of non-local visitors. A local visitor to the parks for dark skies does not create new economic activity within a region but simply moves the economic activity between different industries within the region<sup>3</sup>. These non-local visitors were disaggregated to account for day visitors and overnight visitors. Overnight visitors were divided up into two distinct groups—those staying at the park lodges and those that were tent, RV, or backcountry campers. From this we determined the compound average annual growth rate in over night and day visitors. These average annual growth rates were used to project total visitors and both classifications of overnight visitors for each park under study for each year for the next 10 years.

Examination of Table 6 shows these growth rates as well as the number of non-local visitors broken down by category. For example, Bryce Canyon had 1.1 million non-local visitors of which 48,090 spent the night at the park lodge and 89,344 spent the night at the park in a non-lodge format. The number of lodge visits to Bryce Canyon is expected to grow at an annual rate of 0.37% each year for the next 10 years while non-lodge overnight visitors are expected to grow at an average annual rate of 1.05% during the same time period.

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<sup>2</sup> When conducting an economic analysis impact, there are many way to alter assumptions and methodologies to artificially inflate the true economic impact. While conducting research for this project, we have acted in the opposite way—taking a more conservative view on the data, assumptions, and methodologies. Therefore, one can assume that the results from our analysis provides a *lower bounds* on the true economic impact of dark skies.

<sup>3</sup> Technically speaking, a local visitor to the park for dark skies could create new economic spending if the monies spent on dark skies represent new spending and are not simply a rearrangement of current spending. However, we did not have any data on whether local visitors coming to the parks for dark skies would be spending new dollars. Furthermore, even if local visitors were introducing new spending into the area, this amount would be very small. It is unlikely that a local visitor will spend large amounts on gas, lodging, etc.

Table 6 Visitation and Compound Annual Growth Rates (CAGR\*)

Park	Total Non-Local Visits	Overnight Lodge Visits	Other Overnight Visits	CAGR* Overnight Lodge Visits	CAGR* Other Overnight Visits
Arches	1,082,866		49,330		1.01
Black Canyon	165,464		18,830		2.39
Bryce Canyon	1,192,127	48090	89,344	0.374625	1.05
Canyon de Chelly	760,141	16596	527	-5.72744	-34.14
Canyonlands	436,584		86,637		-0.77
Capitol Reef	650,002		36,943		0.11
Cedar Breaks	391,819				
Chaco Culture	28,544		12,090		-4.36
Colorado N M	384,019		17,925		2.40
Dinosaur	258,754		42,922		-2.87
El Malpais	129,102		2		-43.46
El Morro	37,596		2,290		0.06
Glen Canyon	1,935,016	56909	1,375,685	-7.14484	3.19
Grand Canyon	3,972,404	592,437	426,839	0.080805	-2.39
Hovenweep	23,425		1,337		-0.94
Hubbell Trading Post	63,570				
Lake Mead	4,403,077	17276	589,630	-9.03421	-2.42
Mesa Verde	432,375	18452	35,650	-6.80972	-2.12
Natural Bridges	77,363		6,477		-0.03
Navajo	50,822		2,522		0.22
Petrified Forest	603,512		264		-1.53
Rainbow Bridge	46,008				
Sunset Crater Volcano	155,286				
Walnut Canyon	105,225				
Wupatki	160,338				
Zion	2,541,414	75,715	263,207	-0.86079	3.52
SUM	20,086,853	825,475	3,058,451		

\*CAGR is the interest rate at which a given present value grows to a given future value in a given amount of time.  $CAGR = (FV/PV)^{1/n} - 1$  where FV is the future value, PV is the present value, and n is the number of years.

Significantly, examining Table 6 illustrates some patterns that should be striking for those interested in the economic impact of tourism. For example, based on recent trends at Grand Canyon National Park, the number of overnight lodge visitors is expected to increase at an annual rate of

0.08% while at the same time, the number of overnight non-lodge visitors can be expected to decline by 2.39% per year every year. This means that by overnight lodge visitors to the Grand Canyon will grow from 592,437 in 2013 to 597,242 in 2023—an increase of only 4,805 visitors or 0.8%. Meanwhile, other overnight visitors will fall from 426,839 in 2013 to 335,134 in 2023—a decline of nearly 92,000 visitors or over 21%.

We then used National Park Service data from past studies such as the park specific expenditure surveys and other NPS sources to determine visitor spending on several different categories of goods and services<sup>4</sup>. These categories were retail sales, recreation spending, auto and transportation related spending, grocery spending, restaurant spending, and lodging spending. Category specific price index data for the past 10 years was collected on each of the different categories and was used to project the future prices of each of the different spending categories via the past average annual growth rate of prices within the category. For example, over the past 10 years the price of auto and transportation spending has been increasing at the rate of 3.1% per year while lodging prices have been increasing at the rate of 1.5% per year. This is in comparison to the growth rate of prices in general which is 2.3%. Therefore, over the past 10 years, the prices of goods and services related to auto and transportation have been increasing faster than the rate of inflation while the price of lodging has been increasing slower than the rate of inflation. Once each category's price growth rate was determined, a weighted average using each category's relative spending share to total spending was established and used to determine the growth rate of future spending. For example, visitors who stayed at a NPS lodge tended to spend 45.92% of the total tourism dollars on lodging while those who stayed overnight in another format only spent 24.9% of the tourism dollars on lodging. These group specific spending profiles, one for overnight lodge

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<sup>4</sup> Data was collected from the NPS Expenditure Surveys for Bryce Canyon, Canyon de Chelly, Capitol Reef, Glen Canyon, Grand Canyon North Rim and South Rim, Mesa Verde, Rainbow Ridge, and Zion. All other consumer expenditure data was compiled from Cui, et. al. (2011).

visitors and for other overnight visitors, were adjusted for inflation so that all spending during the project time period is occurring in 2013 dollars. Finally, the spending and all economic impacts were discounted during the study period in accordance with standard economic methodology. The average yield of the 10 year US Treasury bond over the past 10 years was used as the discount rate<sup>5</sup>.

Once we had the yearly number of overnight visitors by category and knew how much each visitor was going to be spending in inflation adjusted dollars on each spending category, we needed to determine how important the dark skies were for the purpose of their visit. If a non-local visitor is spending the night at a park, but does not value a dark night sky as an attracting amenity, then it would be inaccurate to count their spending and subsequent economic impact from that spending in our analysis<sup>6</sup>. Several of the parks have asked visitors if they thought that dark skies were important and valued. The percentage of respondents who answered that dark skies were important or very important were compiled and a weighted average based upon the number of visitors was determined for the parks that did not have survey data on visitor attitudes towards dark skies<sup>7</sup>.

Figure 7 shows that park visitor attitudes towards dark skies are becoming more important. In 1990 there was one survey in one park whereby 14% of visitors thought that dark skies were important or

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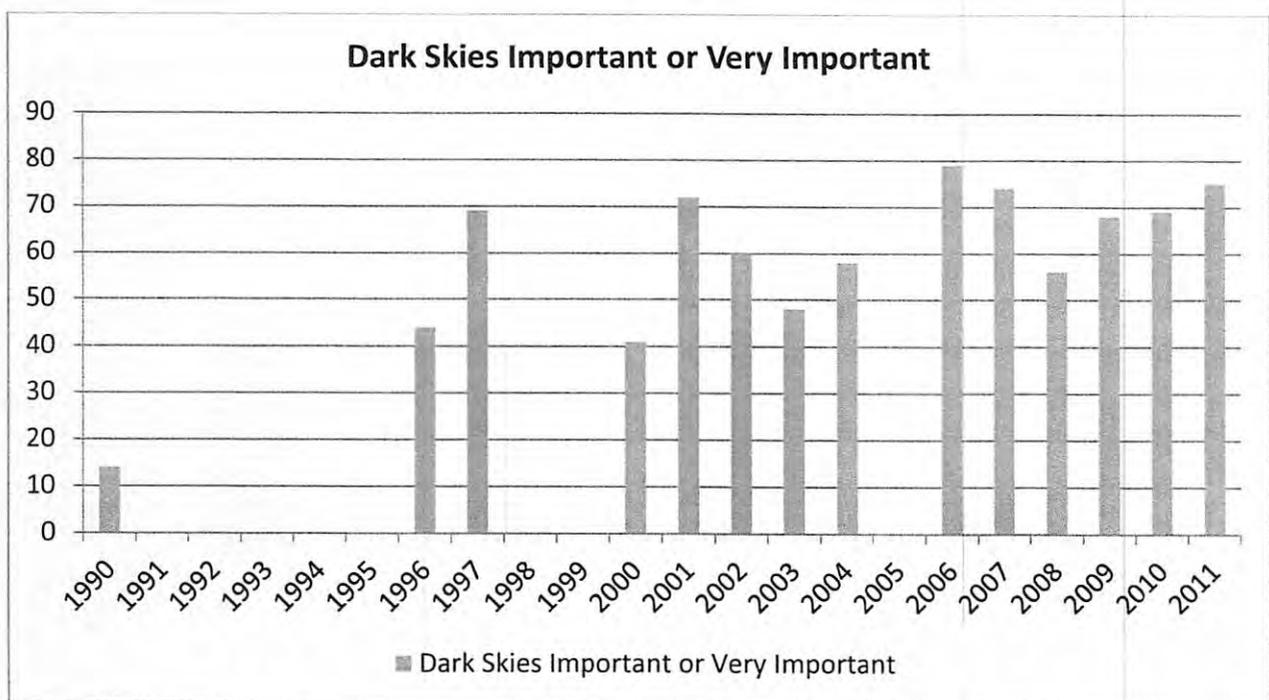
<sup>5</sup> Discounting is necessary in order to be able to compare flow of dollars that are occurring in different time periods. A dollar earned today is worth a dollar—but a dollar earned in 10 years is only worth 71 cents at a discount rate of 3.52%. In other words, 71 cents could be invested at a rate of 3.52% over the next 10 years and grow to be worth 1 dollar. Note that this discounting has nothing to do with inflation, but is simply a way of comparing the present value of these two flows of dollars.

<sup>6</sup> Importantly, visitors who do not 'value' dark skies might still be benefiting from the dark skies. It is well documented in the scientific literature that light pollution damages and diminishes local wildlife and fauna populations. Therefore, dark skies help maintain wildlife populations that attract the visitor in the first place. Without dark skies, the local wildlife population would be smaller, of less quality, or even non-existent and this change might decrease the number of future visitors. In a sense then, visitors who don't 'actively value' dark skies might 'implicitly value' dark skies since it increases the quality and quantity of the amenities that the visitors are there to see and experience. If we included the number of visitors who 'implicitly value' dark skies, the number of visitors attracted to the parks because of dark skies would increase and the economic impact would be even larger. Therefore, the reader should assume, once again, that the results in this study are a lower bounds of the true economic impact from dark skies.

<sup>7</sup> Assume that park A has 100,000 visitors and that 20% of them think that dark skies are important while park B has only 17,000 visitors of which 80% of them believe that dark skies are important. Park C has no data on visitor attitudes towards dark skies. To determine visitor attitudes towards dark skies in Park C, one can either use a simple average of the visitors rankings  $[(80+50)/2 = 65\%]$  or a weighted percentage based upon the number of visitors with Park A's 20% receiving greater weight than Park B's 80%. In the second method, the weighted average is 28.68%  $[(20\%)*(.854) + (80\%)*(.145) = 28.68\%]$ . We used the more conservative weighted percentage method.

very important. In 2011, a survey indicated that this number had increased to 75%. The weighted average of overnight visitors who believed that dark skies were important or very important was 65.51% and this statistic was used for park with no survey data on visitor attitudes towards dark skies. In parks that had data on visitor attitudes, those specific survey numbers were used to determine the percentage of visitors who valued dark skies.

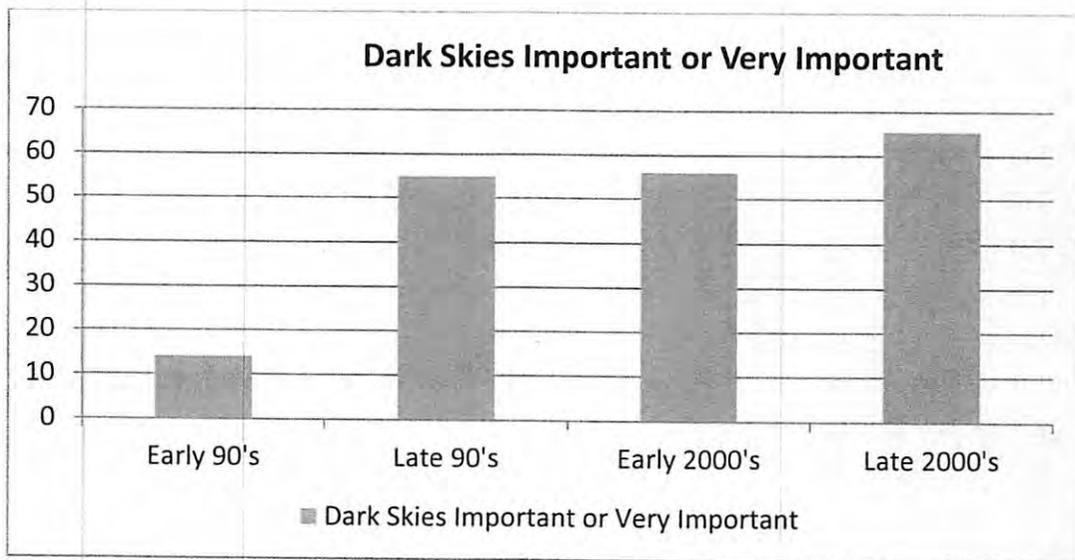
Figure 7.



It is interesting to note that over the past two decades the number of people believing that dark skies are important has been increasing. The study results shown in Figure 8 can be grouped into 4 different time periods: early 1990s, late 1990s, early 2000s, late 2000s. Taking the average of the study results in each of these different time periods produces Figure 8 which, in essence, summarizes Figure 7. The fact that visitors are seeing dark skies as something that is important is definitely increasing. Once again, note that in 1990 only 14% of visitors thought of dark skies as important whereas in the late 2000s 65% of people believe that darks skies should be preserved as

an important amenity for national parks. Of the studies in the late 2000s, the lowest reported value of survey respondents who thought that dark skies were important was 56%. What might be driving this increase in survey respondents? Perhaps people are becoming more aware and better educated about light pollution overall. Perhaps as the amount of light pollution has increased over the past 20 years, people are beginning to realize that dark skies are becoming an ‘endangered species’ and are now more apt to act to preserve them. No matter the reason, the conclusion is clear--Dark skies, and their preservation, are becoming increasingly more important to people<sup>8</sup>

Figure 8.



<sup>8</sup> This fact, once again, means that the results of our study are a lower bounds on the economic impact of dark skies. Recall, that this study projects economic impacts out over 10 years. In the previous 10 years, from the late 1990s to the late 2000s, the percentage of people believing that dark skies were important increased from an average of 54% to 66%. It is highly likely that 10 years into the future, at the end of our study period, the percentage of visitors believing that dark skies are important will be higher than it is today. If the current growth rate of visitors who value dark skies continues to grow at the 10 year historical rate of 1.87% per year, then 10 years into the future, fully 78% of visitors would value dark skies. This means that the actual visitor economic impact that can be attributed to dark skies would be 20% larger in 2023 than we have projected since we have used the static weighted average of 66%.

### **III. Economic Impact Results**

Tables 7 through 10 show the current economic impact of dark skies for the states in the Colorado Dark Sky Cooperative by year for the next 10 years based upon current trends in visitorship, spending, and attitudes towards dark skies. This economic impact is examined under several different metrics including visitor spending, wages, value added, and jobs. These tables are broken down further into the two distinct categories: those that stayed at NPS lodges and those overnight visitors that stayed at the campgrounds. The fourth column tallies the two categories up for the total effect and the 10 year inflation adjusted and discounted total are tallied at the bottom of the tables. It should be noted that all of the figures in the table represent the sum of direct, indirect, and induced changes in the economy.

As one can see, the effect of dark skies on the state economies is quite large. Over the next 10 years, visitors will spend nearly \$2.5 billion visiting NPS parks in the Dark Sky Cooperative trying to see a dark sky at night. About 58% of this spending will be due to NPS lodges with the remaining 42% at other NPS lodging. This is despite the fact that the NPS lodges receive fewer visitors than the campgrounds do. This additional \$2.5 billion in spending creates \$1.68 billion in additional value added for the local state economies. The total effect of all of this additional spending is to create an additional 52,257 jobs that increase wages in the states by over \$1,094 million dollars.

Table 7. Economic Impact of Dark Skies **Total Spending** in 2013 \$

	NPS Lodge	NPS Other	Total
<b>2014</b>	173,974,811	111,493,675	285,468,486
<b>2015</b>	166,192,206	109,102,504	275,294,711
<b>2016</b>	158,852,500	106,838,790	265,691,290
<b>2017</b>	151,922,374	104,695,525	256,617,898
<b>2018</b>	145,371,576	102,666,263	248,037,839
<b>2019</b>	139,172,610	100,745,020	239,917,629
<b>2020</b>	133,300,455	98,926,197	232,226,653
<b>2021</b>	127,732,316	97,204,542	224,936,858
<b>2022</b>	122,447,398	95,575,101	218,022,500
<b>2023</b>	117,426,710	94,033,201	211,459,911
<b>Total</b>	<b>1,436,392,956</b>	<b>1,021,280,818</b>	<b>2,457,673,774</b>

Table 8. Economic Impact of Dark Skies **Total Wages** in 2013 \$

	NPS Lodge	NPS Other	Total
<b>2014</b>	82,193,993	44,426,940	126,620,933
<b>2015</b>	78,893,895	43,366,981	122,260,875
<b>2016</b>	75,762,090	42,363,392	118,125,482
<b>2017</b>	72,786,869	41,413,134	114,200,003
<b>2018</b>	69,957,559	40,513,388	110,470,946
<b>2019</b>	67,264,417	39,661,518	106,925,935
<b>2020</b>	64,698,544	38,855,051	103,553,596
<b>2021</b>	62,251,796	38,091,659	100,343,455
<b>2022</b>	59,916,710	37,369,144	97,285,854
<b>2023</b>	57,686,441	36,685,427	94,371,868
<b>Total</b>	<b>691,412,314</b>	<b>402,746,635</b>	<b>1,094,158,948</b>

Table 9. Economic Impact of Dark Skies **Total Value Added** in 2013 \$

	NPS Lodge	NPS Other	Total
<b>2014</b>	123,974,842	70,838,108	194,812,949
<b>2015</b>	118,915,264	69,221,874	188,137,139
<b>2016</b>	114,120,873	67,691,803	181,812,676
<b>2017</b>	109,572,736	66,243,225	175,815,962
<b>2018</b>	105,253,622	64,871,820	170,125,442
<b>2019</b>	101,147,824	63,573,556	164,721,380
<b>2020</b>	97,241,010	62,344,654	159,585,664
<b>2021</b>	93,520,084	61,181,559	154,701,644
<b>2022</b>	89,973,070	60,080,916	150,053,986
<b>2023</b>	86,588,993	59,039,554	145,628,547
<b><i>Total</i></b>	<b><i>1,040,308,318</i></b>	<b><i>645,087,069</i></b>	<b><i>1,685,395,387</i></b>

Table 10. Economic Impact of Dark Skies **Total Jobs**

	NPS Lodge	NPS Other	Total
<b>2014</b>	3,530.6	1,720.2	5,250.8
<b>2015</b>	3,501.6	1,735.6	5,237.2
<b>2016</b>	3,474.4	1,752.4	5,226.8
<b>2017</b>	3,448.8	1,770.7	5,219.5
<b>2018</b>	3,424.7	1,790.4	5,215.1
<b>2019</b>	3,401.9	1,811.6	5,213.5
<b>2020</b>	3,380.5	1,834.3	5,214.8
<b>2021</b>	3,360.3	1,858.6	5,218.9
<b>2022</b>	3,341.2	1,884.5	5,225.6
<b>2023</b>	3,323.1	1,911.9	5,235.0
<b>Total</b>	<b>34,187.0</b>	<b>18,070.1</b>	<b>52,257.2</b>

#### IV Leveraging Dark-Sky Tourism

What is clear from the data on visitorship, is the downward trend in the number of park visitors. This is certainly problematic for both the NPS and the local businesses that depend upon park visitors. Recall that some parks in our study are expected to see visitorship increases—however, based on recent trends, a majority of them are projected to see decreases. Of the 20

different NPS areas that had non-lodge overnight visitors, 11 of them are expected to have decreases in the number of overnight visitors. The average annual decline in the number of visitors was over 8% which a weighted average decline of 2.3%. Some of these decreases are quite substantial. If recent trends continue, Canyon de Chelly would have annual non-Lodge overnight visitors decrease by 34% every year meaning that at the end of the study period there will only be 8 non-Lodge overnight visitors to Canyon de Chelly per year.

This creates a strong incentive for both the NPS parks and local businesses on the Colorado Plateau to work together to reverse recent trends, attract more visitors, and increase the number of overnight stays. Survey data shows that visitors are increasingly considering dark skies as an attraction and are willing to pay to see dark skies. Therefore, the dark skies of the Colorado Plateau can be used, and promoted, as magnet for tourism. Crucially, from an economic standpoint, the single most important thing about dark-sky tourism is that it necessitates one or more overnight stays. The NPS estimates that the average spending per party per day is about \$90 for non-local day trips. For parties staying overnight at an NPS lodge, this spending rises to over \$390, for those staying in motels outside the park, the amount is a little over \$270 (see figures 9 and 10). In other words, inducing visitors to stay overnight can increase spending several fold. Tables 11 through 14 show this impact. Here we see the economic impact from continuing the current visitor trends for the national parks in the Colorado Plateau with the exception of the parks that are forecasted to experience decreases in the number of visitors. We have simply assumed that visitor attendance stays static in these parks.

Figure 9.

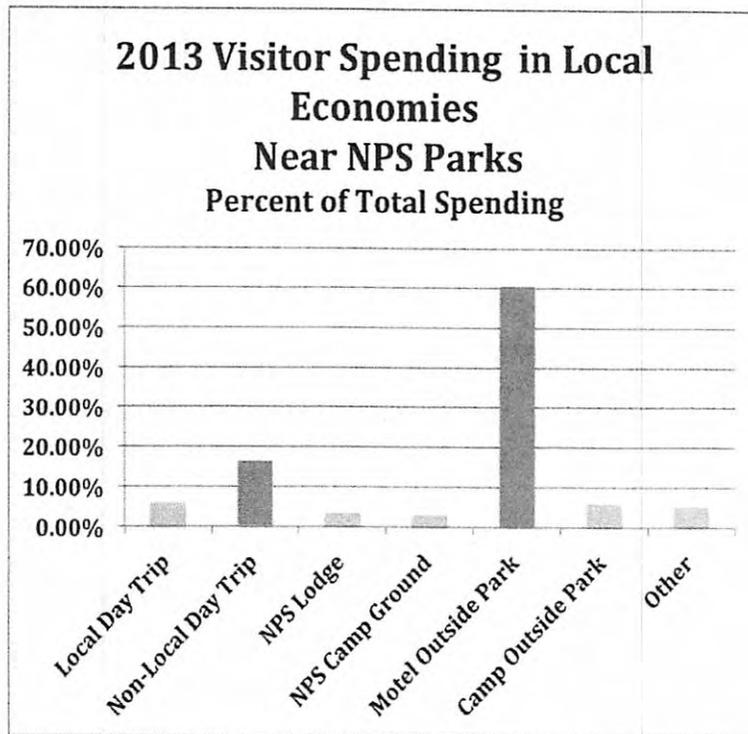


Figure 10.

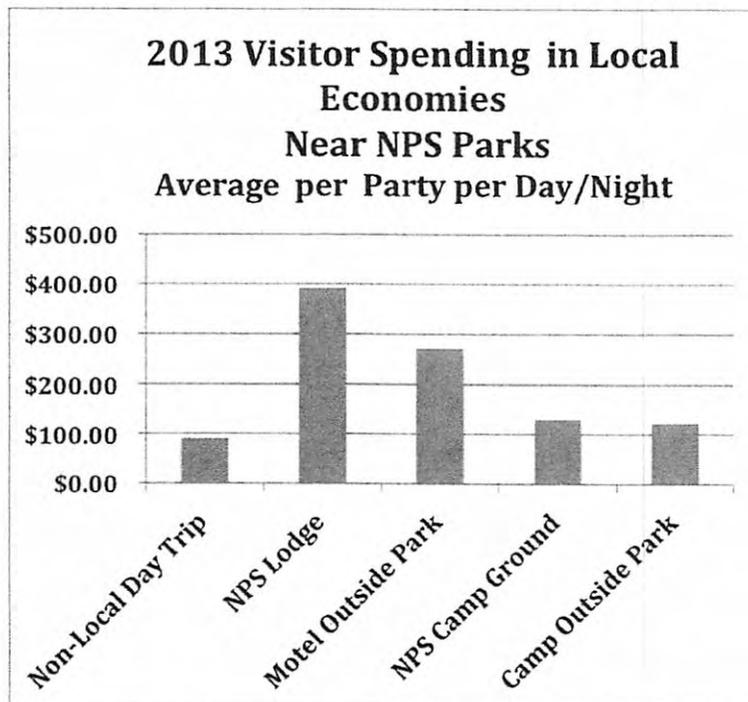


Table 11. Economic Impact of Dark Skies **Total Spending**  
in 2013 \$ with no Decrease in Overnight Visits

	NPS Lodge	NPS Other	Total
2014	175,819,797	112,596,242	288,416,039
2015	169,628,605	111,216,642	280,845,247
2016	163,655,509	109,879,997	273,535,506
2017	157,892,823	108,585,121	266,477,944
2018	152,333,133	107,330,864	259,663,996
2019	146,969,285	106,116,107	253,085,392
2020	141,794,379	104,939,763	246,734,141
2021	136,801,756	103,800,775	240,602,531
2022	131,984,993	102,698,118	234,683,111
2023	127,337,894	101,630,794	228,968,688
<b>Total</b>	<b>1,504,218,172</b>	<b>1,068,794,423</b>	<b>2,573,012,595</b>

Table 12. Economic Impact of Dark Skies **Total Wages**  
in 2013 \$ with no Decrease in Overnight Visits

	NPS Lodge	NPS Other	Total
<b>2014</b>	82,874,100	44,919,755	127,793,855
<b>2015</b>	80,164,568	44,312,227	124,476,794
<b>2016</b>	77,543,655	43,723,459	121,267,114
<b>2017</b>	75,008,462	43,152,933	118,161,395
<b>2018</b>	72,556,184	42,600,145	115,156,329
<b>2019</b>	70,184,108	42,064,604	112,248,713
<b>2020</b>	67,889,611	41,545,835	109,435,446
<b>2021</b>	65,670,155	41,043,373	106,713,528
<b>2022</b>	63,523,284	40,556,771	104,080,054
<b>2023</b>	61,446,623	40,085,590	101,532,213
<b>Total</b>	<b>716,860,749</b>	<b>424,004,692</b>	<b>1,140,865,441</b>

Table 13. Economic Impact of Dark Skies **Total Value Added**  
in 2013 \$ with no Decrease in Overnight Visits

	NPS Lodge	NPS Other	Total
<b>2014</b>	125,091,914	71,589,671	196,681,585
<b>2015</b>	121,001,719	70,663,339	191,665,058
<b>2016</b>	117,045,313	69,765,787	186,811,100
<b>2017</b>	113,218,317	68,896,218	182,114,535
<b>2018</b>	109,516,499	68,053,858	177,570,357
<b>2019</b>	105,935,761	67,237,956	173,173,716
<b>2020</b>	102,472,142	66,447,780	168,919,922
<b>2021</b>	99,121,810	65,682,621	164,804,431
<b>2022</b>	95,881,058	64,941,789	160,822,847
<b>2023</b>	92,746,302	64,224,613	156,970,915
<b>Total</b>	<b>1,082,030,834</b>	<b>677,503,632</b>	<b>1,759,534,465</b>

Table 14. Economic Impact of Dark Skies Total **Jobs**  
with no Decrease in Overnight Visits

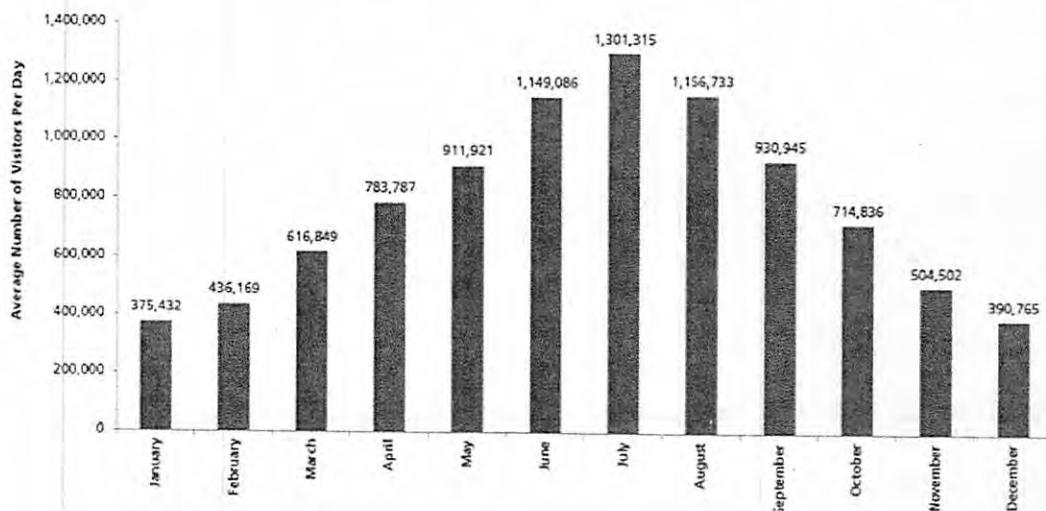
	NPS Lodge	NPS Other	Total
<b>2014</b>	3,557.1	1,738.3	5,295.4
<b>2015</b>	3,552.8	1,771.5	5,324.3
<b>2016</b>	3,548.4	1,805.8	5,354.2
<b>2017</b>	3,544.1	1,841.2	5,385.3
<b>2018</b>	3,539.7	1,877.8	5,417.5
<b>2019</b>	3,535.4	1,915.5	5,450.8
<b>2020</b>	3,531.0	1,954.4	5,485.4
<b>2021</b>	3,526.7	1,994.6	5,521.3
<b>2022</b>	3,522.4	2,036.1	5,558.5
<b>2023</b>	3,518.1	2,079.0	5,597.1
<b>Total</b>	<b>35,375.7</b>	<b>19,014.2</b>	<b>54,389.9</b>

As the reader will note, we can see that simply halting the decrease in visitors to certain National Parks can have a significant impact. Visitor spending increases by over \$115 million with an increase in the value added created by the state economies of over \$74 million. In the meantime, wages have increased by nearly \$47 million and the labor market has created another 2,133 jobs. Therefore, taking steps to simply maintain the current levels of visitors can have significant economic benefits. Taking steps to increase the number of visitors, or to simply maintain the

number of visitors but to make the stay an extra night or two for the dark skies can have even larger economic benefits for the local communities.

Similarly, by focusing on dark skies as a method of attracting visitors, the parks and local communities can better utilize their resources without significant capital investment. If there is a surge of visitors in the summer months but few, if any, visitors in the other seasons, then the park and the local businesses will experience periods of ‘feast’ in the summer and ‘famine’ in the winter (see figure 11). Stargazing is, in many ways, better in the fall, winter, and spring due to longer nights and other factors. For example, a popular activity among some recreational astronomers is participating Messier Marathons, where individuals try to observe as many of the 110 deep-sky objects, such as nebulae and galaxies, cataloged by the 18<sup>th</sup> century astronomer Charles Messier.

**Average Number of Visitors Per Day to NPS Units by Month, 2013**



Source: *Statistical Abstract 2013*, Natural Resource Data Series NPS/NRSS/EQD/NRDS

Figure 11

Messier marathons are held near the time of the new moon in late March or early April, because it is possible to see all of the objects in one night for mid to low latitudes of the Northern Hemisphere. In the Colorado Plateau, cloud free nights with good air quality are most likely to be

found during May and June, as well as September and October (C. Moore personal communication, March 2015). Accordingly, promoting dark skies will increase the number of visitors during the off-peak seasons and provide a longer more sustained period of tourism activity. This would provide the park and the local businesses with a steadier source of income. This also allows a more efficient use of park and local community resources. Park and local community resources, such as roads, hotels, restaurants, and other facilities, that are built to handle the summer surge in visitors but that sit mostly unused during the other seasons is an inefficient use of those resources.

## **V. Conclusion**

This report has studied the impact that dark skies have on the local economies for areas around the national parks in the Colorado Plateau. The Colorado Plateau is an area known for its dark skies. This amenity is becoming increasingly more important to visitors at the exact same time that it is becoming more threatened. Our results indicate that the current economic impact of the dark skies tourism is substantial. Of the nearly 21 million non-local visitors to NPS parks on the Colorado Plateau, those who rate the night sky as important or very important and who stay overnight inside the park will, over the next ten years, spend over \$2.45 billion and create over 52,000 jobs and increase wages within the communities by nearly \$1.1 billion. Furthermore, almost another \$1.7 billion in value added is created within these communities.

Our focus on in-park overnight stays reflects certain data constraints as well as the fact that these are, most clearly, the visitors who can enjoy the night sky from within the park. Nevertheless, it should not be inferred that these visitors represent the largest dark-night-sky economic impact. As one can see from Figure 9, above, visitors who stay in hotels outside the park have a substantially larger economic impact than those who stay in the park. Many such visitors also value the night sky and will have the opportunity to enjoy it in the park or elsewhere. Accordingly, we

would expect the economic impact of those who rate the night sky as important or very important but who stay overnight outside the park to dwarf the \$2.45 billion figure above and increase the total manyfold.

Importantly, these figures also do not include the impact of visitors to NFS or BLM lands. For now, we do not have sufficient data to estimate the additional economic impact of night sky tourism associated with these lands. However, we do know that, on the Colorado Plateau, both of these types of lands attract tens of millions of visitors per year. We also know that experiencing nature and viewing scenic vistas are consistently important factors to many visitors to public lands. These facts speak both to the existing additional economic impact of night sky tourism in the region and to the potential for leveraging the unique resources of the Colorado Plateau to further promote such tourism.

The reported figures assume simply the continuation of existing trends, with no increase in efforts to promote night sky tourism. The parks and local communities should view the dark skies that they have as a valuable resource to be protected and leveraged in terms of local economic growth and development. This presents the local communities and the parks in the Colorado Plateau with a unique opportunity for partnership. If public land managers and local communities were to work together to promote dark sky tourism and increase the number of visitors to the area, the economic impact would be substantial. We leave that issue to future research.

### Sources

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**PAGE CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 27, 2016**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on July 27, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. There was a moment of meditation. Councilor Sadler led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Planning and Zoning Director, Robin Crowther; and Administrative Assistant, Lona Shugart.

**PRIORITY LIST**

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

There was no discussion by the City Council.

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

There was not discussion by the City Council.

**MINUTES**

Special City Council Meeting-July 13, 2016

Regular City Council Meeting-July 13, 2016

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

**CONSENT AGENDA**

**MINUTES**

Parks and Recreation Advisory Board – May 2, 2016

Community Center Advisory Board – May 4, 2016

Page Utility Enterprises Board Special – May 10, 2016

Page Utility Enterprises Board Regular – May 10, 2016

Planning and Zoning Commission – June 7, 2016

Parks and Recreation Advisory Board – June 20, 2016

Parks and Recreation Advisory Board – July 11, 2016

**INFORMATION**

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

**Page City Council Regular Meeting- July 27, 2016**

**PUBLIC HEARINGS**

None

**HEAR FROM THE CITIZENS**

No citizens addressed the City Council.

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

Discussion and possible action by the City Council pertaining to a Modified Inter-Governmental Agreement (IGA) with the Arizona Department of Revenue (ADOR) for tax collection

Last summer all cities and towns entered into a new Intergovernmental Agreement (IGA) with the Department of Revenue for the administration of Transaction Privilege Tax, as required under A.R.S. § 42-6001. This statute was modified last year for the purpose of tax simplification with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute has since required the Arizona Department of Revenue (ADOR) to administer the transaction privilege and use taxes imposed by **all cities and towns** and to enter into an (IGA) with each city and town to reflect these changes and clearly define the working relationship between ADOR and Arizona cities and towns.

The IGA entered into last year, allowed for the parties to modify the agreement if necessary by mutual agreement. Several issues were presented over the course of the past year that needed to be addressed, so a review process was initiated by the Department of Revenue working with the League and key city and town representatives. The attached document is the result of this review effort.

This “Modification to Intergovernmental Agreement between the State of Arizona and the City of Page” constitutes an extension of the existing agreement with the noted changes, effective from and after July 1, 2016.

City Manager Crystal Dyches presented the agenda item.

Motion made by Councilor Warner to approve the modifications to the intergovernmental agreement (IGA) between the State of Arizona and the City of Page, Arizona, and authorize the Mayor to sign the stated agreement. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to Northern Arizona Council of Governments (NACOG) Head Start Contract

The current food contract with Head Start expires September 30, 2016. Head Start would like to renew the contract for the upcoming year, October 1, 2016 through September 30, 2017. The contract would renew at the current rates: Breakfast \$1.65 and Lunch \$2.85.

**Page City Council Regular Meeting- July 27, 2016**

City Manager Crystal Dyches presented the agenda item.

Motion made by Councilor Sadler to approve the NACOG Head Stare Contract and authorize the Mayor to execute the contract. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to sewer line easement abandonment and relocation, and waterline and electric easements

When the La Quinta Motel was built a sewer main ran across the middle of their property and had to be relocated in order to construct the motel. The sewer line is now located along the south and west sides of the motel. The new sewer line plans were submitted to ADEQ and received approval. This re-location only affected the sewer line and no other utilities. All utilities have been contacted and have either signed the plat or will be signing the plat as they have no issues with this relocation. The other two easements are for the waterline and electric line that was installed for the motel. These easements are required for the water and electric utility.

The agenda item was presented by City Attorney Josh Smith.

There was discussion.

Motion made by Councilor Sadler to approve sewer line easement abandonment and relocation and to approve waterline and electric easements. The motion was duly seconded and passed upon a vote.

**BID AWARDS**

None scheduled

**BUSINESS FROM THE MAYOR**

None scheduled

**BUSINESS FROM THE MANAGER**

None scheduled

**BUSINESS FROM THE CITY ATTORNEY**

None scheduled

**BUSINESS FROM THE COUNCIL**

None scheduled

**BOARDS & COMMISSIONS**

Discussion by the City Council pertaining to reports by Board Liaisons

Councilor Warner, Parks and Recreation Advisory Board, introduced Parks and Recreation Board Chairman, Brian Carey. Mr. Carey spoke about the Parks Master Plan, at the John C. Page Memorial Park, beginning with hiring the consultants

**Page City Council Regular Meeting- July 27, 2016**

(Plan-et), having public meetings for citizen’s input, and reviewing the draft master plan. He stated that the Parks and Recreation Board has worked diligently to improve the plan. The final Parks Master Plan review meeting will be August 1, 2016, after which the consultants will return for a final presentation to the City Council.

Councilor Bryan, Community Development Advisory Board (CDAB), stated that the City’s economic engine was tourism and the bed tax was up 30% from last year. He then stated that the CDAB recently had a Special Meeting to discuss having a concert at the Amphitheatre. The concert will cost between \$8,000 and \$15,000 and will be on a future City Council Meeting agenda. The “Public Assistance” item will be coming before City Council in the future. The Economic Development Coordinator job description was also revised.

**DEPARTMENTS**

None scheduled

**CLAIMS**

None scheduled

**ADJOURN**

The meeting was adjourned at 7:03 p.m.

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Lona Shugart  
Acting City Clerk

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William R. Diak  
Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 27th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of August, 2016

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Lona Shugart, Acting City Clerk

**RIM TRAIL SUBCOMMITTEE  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 10, 2015**

A Regular Meeting of the Page Rim Trail subcommittee was held at 4:30 p.m. on November 10, 2015, in the Conference Room at City Hall in Page, Arizona.

**1. CALL TO ORDER**

Community Development Director, Kim Johnson called the meeting to order at 4:33 p.m.

**2. ROLL CALL**

Ryan Zimmer and Korey Seyler were present. City Councilor Dennis Warner.

Staff members present: Tourism Director Lee McMichael and Community Development Director Kim Johnson.

**3. MEETING NOTES**

Regular Rim View Trail Subcommittee Meeting-October 5, 2015

Motion made by Ryan Zimmer to approve the minutes. The motion was duly seconded by Korey Seyler and passed upon a unanimous vote.

**4. HEAR FROM THE CITIZENS**

The public is invited to speak on any item or area of concern. Items presented during the Citizens portion which are not on the agenda, cannot be acted upon by the Parks and Recreation Advisory Board. Individual Parks and Recreation Advisory Board members are prohibited by the Open Meeting Law from discussing or considering the item among themselves unless the item is officially on an agenda. Citizens may also use the Information Request Forms which are available.

No members of the public spoke.

**5. UNFINISHED BUSINESS**

(A) Discussion/possible action-Trail Signage Finalization

In workshop format, the Committee discussed the design of each type of sign, and by consensus made the following design decisions:

➤ **Primary Trailheads**

Primary trailhead names will be North Lake Powell Boulevard, Lake View, Airport, Page Library. The sign will have a brown background with light colored letters. It was decided that these signs will have overall dimensions of 36" high by 60" wide, consisting of 3 24' wide by 36" high panels. One panel will have a photo of a view from that trail segment-N. Lake Powell Blvd will have Glen Canyon Dam; Lave View Trail will have Lake Powell; Airport will have Tower Butte, Navajo Mountain, or Antelope Canyon; Page Library will have Echo Peaks or Vermillion Cliffs. Staff will work with a local photographer on the photos. The middle panel will be the trail map which will consist of the trail, major streets, major land marks, "you are here", mile markers. The third panel will have trail information which will include a hiker symbol, biker symbol, and dog/leach symbol; no ATV symbol, no motorcycle symbol, no horse symbol; and the phrase "leave only footprints, take only photos". The border of the photo panel and information panels will contain trail head name, City of Page Rim Trail, a rim trail logo, and Enjoy your visit.

➤ **Secondary Trailhead-It was decided that there are no secondary trailheads.**

➤ **Crossing Locations-On Trail**

There will be a 4"x4" post (recycled plastic lumber preferred) with the name of street on 4"x16" or 4"x20" panel (as recommended by NPS) and a 4"x4" stop sign facing the trail and "Page Rim Trail" and arrow facing the street. Brown background with light letters. Standard red/white stop sign.

➤ **Crossing Locations-On Street**

Standard traffic/street sign, diamond shape with "Trail Crossing" and Rim Trail panel below. Yellow.

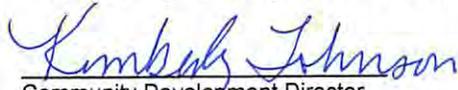
- On Trail  
Mile ½ mile markers with "Page Rim Trail", an arrow, mile notation, and Hiker, Biker, and dog/leash symbols. Size as recommended by NPS. Karsonite is preferred. Brown background with light letters/symbols.
- No Motorized Vehicles  
Three locations including north end of Grandview, east end of Osprey, and east end of Diane Court. Content "Notice" (brown background/light letters) no ATV, no motorcycles, no horse symbols "Allowed on This Property" (light background/brown letters/symbols. Standard size for 4"x4" post.

(B) Next Meeting/Steps

The sign design will be presented to the Park and Recreation Advisory Board and Community Development Advisory Board and then to City Council. Upon approval by City Council, staff will begin working with the National Park service on design. Staff will bring proofs to Committee for review as needed.

**ADJOURN**

The meeting was adjourned at 5:45 p.m.

  
Community Development Director

**RIM TRAIL SUBCOMMITTEE  
REGULAR MEETING MINUTES  
TUESDAY, JANUARY 12, 2016**

A Regular Meeting of the Page Rim View Trail subcommittee was held at 4:30 p.m. on January 12, 2016 in the City Hall conference room.

**1. CALL TO ORDER**

Community Development Director, Kim Johnson called the meeting to order at 4:30 p.m.

**2. ROLL CALL**

Ryan Zimmer, Mike Woods, Korey Seyler and Councilor Dugan Warner were present. Brian Carey was absent.

**3. MINUTES**

Approval of November 5, 2015 Meeting Notes

The minutes were removed from the agenda.

**4. HEAR FROM THE CITIZENS**

The public is invited to speak on any item or area of concern. Items presented during the Citizens portion which are not on the agenda, cannot be acted upon by the Planning and Zoning Commission. Individual Commission members are prohibited by the Open Meeting Law from discussing or considering the item among themselves unless the item is officially on an agenda. Citizens may also use the Information Request Forms which are available.

**5. NEW BUSINESS**

Discussion/possible action-Trailhead Map

1. Map Panel Layout and Detail-Draft 1 National Park Service

Kim Johnson presented the draft for the main map from the National Park Service for review. The consensus was that it is too cluttered showing the whole city. Suggestions were that the background be more taupe or cream colored, trail head locations to be larger at location with larger font and dot, main access points to stand out more, have hospital on map, include street that go to trail, Lake View Trail needs to be in proper place, identify parking at the Library, include museum/visitor center, and get input from the designer.

2. Photo Panel-Photos, Text, and Layout

Gary Ladd presented his photos for selection. Photos were selected and the request was made that Gary Ladd also do the narration for his photos. The committee would like to see photos of Echo Peaks and Horseshoe Bend. Discussion about captions; Main trail head would have background about the Damn and Glen Canyon. The Airport trail head would have information about Mesa's, Buttes and the geological background. The Lake View trail head would have information about Lake Powell and Navajo Mountain. The Library trail head would have information about Horseshoe Bend, the Vermillion Cliffs and Echo Peaks.

3. Information Panel-Content, Layout

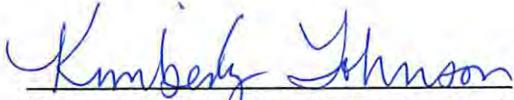
No restrooms, needs to be listed in the information panel.

(B) Next meeting

Kim Johnson will submit the review information to the National Park Service so the updates to a new draft can be reviewed at the next meeting.

**6. ADJOURN**

Kim Johnson adjourned the meeting at 5:25 p.m.

A handwritten signature in blue ink that reads "Kimberly Johnson". The signature is written in a cursive style with a horizontal line underneath the name.

Community Development, Director Kim Jonson

**PAGE PLANNING AND ZONING COMMISSION  
REGULAR MEETING MINUTES  
July 12, 2016**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on July 12, 2016, in the Council Chambers at City Hall in Page, Arizona. Vice Chair Bill Justice presided. Commissioners Rob Peterson, Bubba Ketchersid, Shelley Johnstone, John Mayes and Lyle Dimbatt were present. Chair Leroy Wicklund was excused. City Council Liaison, Korey Seyler was excused.

Vice Chair Bill Justice called the meeting to order at 5:30 p.m.

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

**MINUTES**

Planning and Zoning Commission Regular Meeting-June 7, 2016

Motion made by Commissioner Bubba Ketchersid to approve the minutes. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

**COMMUNICATIONS**

None.

**HEAR FROM THE CITIZENS**

None.

**PUBLIC HEARING**

None.

**UNFINISHED BUSINESS**

(A) Discussion regarding Planning and Zoning Ordinance Update.

Community Development Director Kim Johnson stated that staff was reviewing the Ordinance Analysis and Annotated Outline from Michael Baker.

Commissioner Lyle Dimbatt asked if the Commission could have a copy to be able to see what changes get made. Kim Johnson agreed to send the Commission the outline.

**NEW BUSINESS**

A. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-4.11) Nancy Walter, Oasis at Lake Powell.

Motion made by Commissioner John Mayes to approve CUP 13-4.11. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

B. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional Use Permit (CUP 15-5.28A) Vacation Time Properties/Jacob Burton.

Motion made by Commissioner Bubba Ketchersid to approve CUP 15-5.28A. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

C. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional

Use Permit (CUP 15-5.28B) Vacation Time Properties/Jacob Burton.

Motion made by Commissioner Rob Peterson to approve CUP 15-5.28B. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

D. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional Use Permit (CUP 15-5.28C) Vacation Time Properties/Jacob Burton.

Motion made by Commissioner Lyle Dimbatt to approve CUP 15-5.28C. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

E. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional Use Permit (CUP 15-5.28D) Vacation Time Properties/Jacob Burton.

Motion made by Commissioner Shelley Johnstone to approve CUP 15-5.28D. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

F. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional Use Permit (CUP 15-5.14) Joseph and Eve Ligon.

Motion made by Commissioner Rob Peterson to approve CUP 15-5.14. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

G. Discussion and possible action regarding approval of Bed and Breakfast Conditional Use Permit (CUP 17-1) Jeannie Schiaffo.

Jeannie Schiaffo 1638 Mountain View Court responded to a complaint that was submitted to the Commission about her application for a B&B CUP. She stated that her mom's dog is now leashed whenever leaving the yard. The back gates have also been secured.

Commissioner Rob Peterson asked about the issue of noise from guest cars beeping when being unlocked /locked. Jake Burton stated that if you do not use the key fob and use the key instead the alarm will go off. Michelle Owens asked what the difference was between the neighbors, homeowners, and guests cars beeping when being locked/unlocked? Vice Chair Bill Justice stated that it is not addressed in the B&B ordinance.

Community Development Director Kim Johnson stated that since it is a conditional use permit then added conditions could be listed. Commissioner Lyle Dimbatt asked if that would apply to all B&B's or just the one. Vice Chair Bill Justice requested that a legal opinion on the subject be on the next agenda.

Motion made by Commissioner Lyle Dimbatt based on the findings noted in the staff report, and subject to the conditions noted in the staff report to approve CUP 17-1. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

H. Discussion and possible action regarding a renewal of Vacation Home Rental Conditional Use Permit (CUP 15-5.13) Maschelle Peyton.

Motion made by Commissioner Lyle Dimbatt to approve CUP 15-5.13. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

I. Discussion and possible action regarding approval of Vacation Home Rental Conditional

Use Permit (17-2) Jake Burton.

Motion made by Commissioner Rob Peterson based on the findings noted in the staff report, and subject to the conditions noted in the staff report to approve CUP 17-2. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

- J. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (17-3) Michael and Vicki Wright.

Commissioner Bubba Ketchersid recused himself from the dais.

Motion made by Commissioner Rob Peterson based on the findings noted in the staff report, and subject to the conditions noted in the staff report to approve CUP 17-3. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

Commissioner Bubba Ketchersid returned to the dais.

- K. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (17-4) Annie Sullivan.

Motion made by Commissioner Shelley Johnstone based on the findings noted in the staff report, and subject to the conditions noted in the staff report to approve CUP 17-4. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

- L. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (17-5) Michelle Owens.

Motion made by Commissioner John Mayes based on the findings noted in the staff report, and subject to the conditions noted in the staff report to approve CUP 17-5. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

Vice Chair Bill Justice requested that the complaint for agenda item 9G be entered as record.

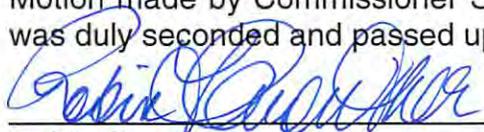
- M. Annual Planning and Zoning Election of Officers  
1. Election of Chairman  
2. Election of Vice Chairman

Commissioner Lyle Dimbatt made a motion for Chairman Leroy Wicklund and Vice Chair Bill Justice to remain as officers. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

Vice Chair Bill Justice requested that a legal interpretation of conditional use permit requirements be on the next agenda. He also requested to be on the next agenda a discussion about going back to two meetings a month.

**ADJOURN**

Motion made by Commissioner Shelley Johnstone to adjourn the meeting at 6:24 p.m. The motion was duly seconded and passed upon a unanimous vote.



Robin Crowther  
Planning and Zoning Director



Leroy Wicklund  
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD  
SPECIAL MEETING MINUTES  
JULY 18, 2016**

A Special Meeting of the Page Parks and Recreation Advisory Board was held at 5:00 p.m. on July 18, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

**1. CALL TO ORDER**

Chair Brian Carey called the meeting to order at 5:02 p.m.

**2. ROLL CALL**

Brian Carey, Angie Crim, Steve Mongrain, Susan Pilkington, and Paul Ostapuk were present. Mandi Lotz was excused. City Council Liaison, Dugan Warner was present.

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

**3. MINUTES- July 11, 2016**

Motion made by Susan Pilkington to approve the minutes. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.

**4. HEAR FROM THE CITIZENS**

None.

**5. UNFINISHED BUSINESS**

**A. Discussion and Possible Action-John C. Page Memorial Park Master Plan- Revised Concept Plan**

Leslie Dornfeld from Plan\*et and Jeffrey Sherman from OTAK attended by telephone.

The board discussed the revised concept plan. There was discussion about a few items that the board would like to see changed and more possibilities to utilize the space in the most efficient, safe and aesthetic way.

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

Leslie Dornfeld from Plan\*et attended by telephone.

The board continued the review of the goals, strategies and actions page by page suggesting corrections and additions that Leslie Dornfeld from Plan\*et will make. The board also identified goals and objectives related to trails, as a needed plan element.

The board wants a level of maintenance for parks to be included in the matrix based on National Recreation and Park Association standards.

The RFP requests attention to the Amphitheater which was discussed.

The need for a new swimming pool was discussed. Leslie Dornfeld recommends that the City does an aquatic study which would help determine the location, size and type of pool to serve the community.

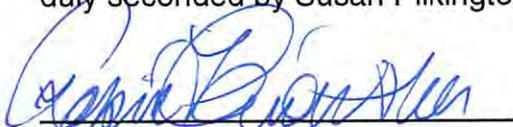
There was a consensus of the board to continue the discussion and remaining agenda items to the next meeting August 1, 2016. They left off at Goal 7.

## 6. NEW BUSINESS

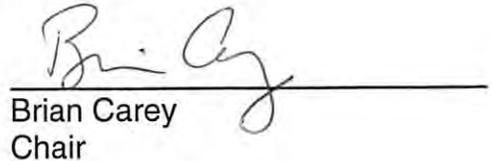
- A. Discussion and Possible Action-Preliminary Budget Parks and Recreation Items
- B. Discussion and Possible Action-Rim Trail Committee

## ADJOURN

Motion made by Steve Mongrain to adjourn the meeting at 8:12 p.m. The motion was duly seconded by Susan Pilkington and passed upon a unanimous vote.



Robin Crowther  
Planning and Zoning Director



Brian Carey  
Chair

**COMMUNITY DEVELOPMENT ADVISORY BOARD  
MEETING MINUTES  
June 28, 2016**

The regular meeting of the Page Community Development Advisory Board was held at 5:00 p.m. on June 28, 2016, in the Council Chambers at the City Hall in Page, Arizona. Chair Ryan Zimmer presided. Members Lee Ann Warner, Gay Ann Ward, Bubba Ketchersid, Dennis Hinchey and Richard Buck were present. Council Liaison Mike Bryan was excused.

Community Director Kimberly Johnson, Planning and Zoning Director Robin Crowther.

Chair Ryan Zimmer called the meeting to order at 5:00 p.m.

**HEAR FROM THE CITIZENS**

None.

**MINUTES**

Community Development Advisory Board Meeting – May 24, 2016

Motion made by Ryan Zimmer to approve the minutes. The motion was duly seconded by Richard Buck and passed upon a unanimous vote.

**PRESENTATIONS**

- A. Sales Tax Report-Board Member Hinchey

Dennis Hinchey presented the sales tax report.

**OLD BUSINESS**

None.

**NEW BUSINESS**

- A. Discussion and Possible Action-Showcase of Cities and Towns Participation

Community Development Director Kim Johnson stated that due to the staff vacancy the City needs a volunteer from the board to staff the booth at the Showcase of Cities and Towns in Scottsdale on August 25.

There was discussion.

Board members Richard Buck and Lee Ann Warner will check their calendars for availability.

- B. Discussion and Possible Action-Board Chamber Representative-Member Hinchey

Dennis Hinchey stated that it may be good to coordinate and have a partnership with the Chamber by appointing someone from the Chamber to the Community Development Board. Kim Johnsons stated that the Council should consider their appointments to the board to be in line with their priorities.

Gay Ann Ward asked if there would be any possible conflict. Kim Johnson said that she would ask the City Attorney but she didn't think there would be a problem.

Motion made by Lee Ann Warner to take to City Council a request from the Community Development Board to have a representative from the Chamber fill a vacancy on the Community Development Advisory Board. The motion was duly seconded by Ryan

Zimmer and passed upon a unanimous vote.

C. Discussion and Possible Action-Balloon Regatta Marketing-Member Hinchey

Dennis Hinchey proposed that the City begin preparation on or before the 15<sup>th</sup> of July for joint meetings with the Balloon Regatta Committee, Chamber of Commerce and Community Development subcommittee. He stated that staff should conduct the meetings.

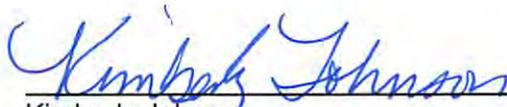
Kim Johnson stated that now is the time to start planning and meetings would have to be during City Hall open hours.

There was discussion.

Volunteers for the subcommittee are Ryan Zimmer, Dennis Hinchey and Richard Buck.

**ADJOURN**

Motion made by Ryan Zimmer to adjourn the meeting at 5:30 p.m. The motion was duly seconded by Lee Ann Warner and passed upon a unanimous vote.

  
\_\_\_\_\_  
Kimberly Johnson  
Community Development Director

  
\_\_\_\_\_  
Ryan Zimmer Chairman  
Dennis Hinchey Acting Chair

**COMMUNITY DEVELOPMENT ADVISORY BOARD  
SPECIAL MEETING MINUTES  
July 14, 2016**

The special meeting of the Page Community Development Advisory Board was held at 12:00 p.m. on July 14, 2016, in the Council Chambers at the City Hall in Page, Arizona. Vice Chair Lee Ann Warner presided. Member Dennis Hinchey was present and Chair Ryan Zimmer participated by telephonic communication. Members Richard Buck and Bubba Kechersid and Council Liaison Mike Bryan were excused.

Community Development Director Kimberly Johnson and Planning and Zoning Director Robin Crowther were present.

Vice Chair Lee Ann Warner called the meeting to order at 12:05 p.m.

**HEAR FROM THE CITIZENS**

None.

**NEW BUSINESS**

**A. Discussion and Possible Action-Sponsorship of a Concert at Page Amphitheater**

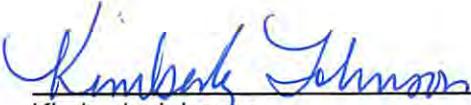
Community Development Director Kim Johnson stated that the City Manager has been approached by Changing Lanes Band who would like to perform for free at the City's amphitheater on September 16, including shooting video. The City would have to cover all production expenses, including stage sound and lighting, and all other event related expenses and equipment.

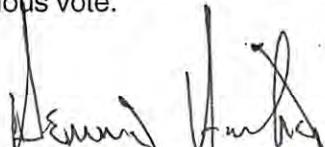
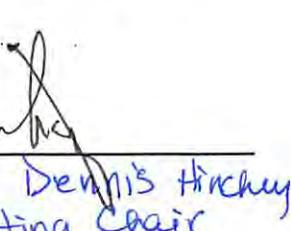
There Board discussed that this is a good opportunity to showcase the amphitheater, that the Chamber is on board as a partner, that the City should get the B roll, that the last two weeks in September is busiest time of year and that there should be joint promotion of the event. Larry Clark, a member of the public indicated that there has been seating in the amphitheater with Powellpalooza, that putting on a music event is a lot of work, and that Corey Johnson, a local business owner would be a good contact. Council member Seyler was present and indicated that Council Member Bryan thinks this is a great and unique opportunity that should be considered, but recognizes there is a tight timeline to pull it together. It was suggested that the City could be a sponsor, and that other sponsors should be sought to limit City exposure.

Motion made by Lee Ann Warner to direct staff to move forward with exploring sponsorship of the event and to bring back a preliminary budget at the next meeting. The motion was duly seconded by Dennis Hinchey and passed upon a unanimous vote.

**ADJOURN**

Motion made by Dennis Hinchey to adjourn the meeting at 12:22 p.m. The motion was duly seconded by Lee Ann Warner and passed upon a unanimous vote.

  
\_\_\_\_\_  
Kimberly Johnson  
Community Development Director

  
\_\_\_\_\_  
~~Lee Ann Warner~~ Vice Chair  
  
Dennis Hinchey  
Acting Chair



**AREA AGENCY ON AGING**  
**NORTHERN ARIZONA COUNCIL OF GOVERNMENTS**  
 43 S. SAN FRANCISCO ST. • FLAGSTAFF, ARIZONA 86001  
 (928) 213-5205 • TOLL-FREE (877) 521-3500  
 E-MAIL: aaadir@nacog.org



City of Page

1. TOTAL PROGRAM COSTS \$ 31,438.00	2. CONTRACT NUMBER 860295443BA	3. EFFECTIVE DATE July 1, 2016	4. EXPIRATION DATE June 30, 2017
5. NACOG PROGRAM & PROGRAM COORDINATOR Area Agency on Aging - NACOG Mary Beals-Luedtka		6. SUBCONTRACTOR: NAME, ADDRESS City of Page PO Box 1180 Page, AZ 86040	
7. TYPES OF SERVICES & COUNTY Services to the Elderly - Coconino County Congregate and Home Delivered		8. CONTACT PERSON William R. Diak, Mayor (928)645-4222	
9. ORIGINAL <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/>	
10. SUBCONTRACTOR REPRESENTS:			
<input type="checkbox"/> STATE AGENCY		<input type="checkbox"/> COUNTY AGENCY	
<input type="checkbox"/> EDUCATIONAL INSTITUTION OR DISTRICT		<input checked="" type="checkbox"/> MUNICIPALITY	
<input type="checkbox"/> NON-PROFIT CORPORATION, AZ		<input type="checkbox"/> OTHER _____	
11. COMMENTS:			12. CONTRACT AMOUNT \$ 28,580.00

**SUBCONTRACTOR** agrees to perform all services set forth in the attached Special Provisions, for the considerations stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Special Conditions, General Provisions, Uniform Conditions, RFP, Methodologies, Scope(s) of Work, Policies, the OMB Uniform Guidance (Attachment 1), Procedures of DES, DES DAAS and the Area Agency on Aging, and NACOG as amended and any specifications or other provisions which are made a part of this contract by reference or otherwise, as amended shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provision shall control. Amendments signed by each of the parties and the attached hereto adopted by reference as part of this contract as if set out herein. Any subcontractors of the Subcontractor are subject to the same stipulations as the Subcontractor.

These Special Conditions, General Provisions, Uniform Conditions, RFP, Scope(s) of Work, Policies, Procedures of DES, DES DAAS the Area Agency on Aging and NACOG as amended and Methodologies shall govern any additional funding sources identified and incorporated into this contract by the Area Agency on Aging - NACOG.

	AREA AGENCY ON AGING - NACOG
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF EXECUTIVE DIRECTOR
TYPED NAME: William R. Diak	TYPED NAME: Chris Fetzer
TITLE: Mayor	TITLE: Executive Director
DATE: 8/11/16	DATE:

## **PROCLAMATION**

### **EMPLOYER SUPPORT OF THE GUARD AND RESERVE WEEK**

*WHEREAS, National Guard and Reserve forces comprise nearly half of our nation's military strength, and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and*

*WHEREAS, employers provide critical support to members of the National Guard and Reserve; allowing Citizen Warriors to serve whenever the Nation calls, often foregoing financial gain and making sacrifices in the process; and*

*WHEREAS, employer support is stronger than ever, more than 42 years after President Richard Nixon authorized the Secretary of Defense to establish the National Committee for Employer Support of the Guard and Reserve (ESGR); and*

*WHEREAS, our nation is in debt to the Citizen Warriors departing the comforts of home to ensure our freedoms remain intact. Likewise, America pays special tribute to the commitment of dedicated and supportive employers who continue to make service in the Reserve Components possible; and*

*NOW, THEREFORE, the Mayor and City Council of the City of Page, Arizona, do hereby proclaim August 21-27 National Employer Support of the Guard and Reserve week.*

*Dated this 10<sup>th</sup> day of August, 2016*

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*William R. Diak, Mayor*

ATTEST:

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*Kim L. Larson, City Clerk*



## *Request for City Council Action*

<b>Title:</b>	Written Recommendation for PUE Rates		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input checked="" type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Attorney	<b>Supporting Documents:</b>	Recommendation options
<b>Prepared By:</b>	City Attorney	<b>Presented By:</b>	City Attorney
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Written recommendation of rates to PUE Board		

**BACKGROUND:** Pursuant to City Code Section 2-8-6, the PUE Board held a public hearing and submitted recommendations for rate changes to the City Council. The City Council then held a hearing on the recommended changes. Although there appeared to be significant support for the proposed reduction in the electric rate, the recommended wastewater rates generated much discussion and difference of opinion. Ultimately, the City Council voted not to implement the PUE Board’s recommended rate changes.

Section 2-8-6 requires that if the Council does not adopt the PUE Board’s recommended rates, that the Council must refer the matter back to the Board with a written explanation and specific recommendations for modification of the original Board recommendation. On July 19, 2016, the Council held a special meeting to discuss the content on the written recommendation that would be provided to the PUE Board. Although there was not a consensus at the special meeting, there was discussion about certain options that would be preferred by certain Council members.

Based upon the comments made during the original hearing before Council and the special meeting, the attached document was prepared to be used as an aid in constructing a written recommendation to the PUE Board. Because the rate reduction for electric appeared to have universal support it is included as the first part of the potential recommendation. The main two options discussed for the wastewater rate were the Recommended and Alternative Recommended Rate Structures set forth in the April 2015 Sewer Rate Study. As such, both rate structures are set forth and any Council member making a motion would need to select one or the other.

In addition, there was some discussion about rate classification. Although not technically part of the rate structure, the rate classification rules are relevant and would impact PUE revenues. As such, if the Council desires to direct PUE to make changes in classification, suggested language from PUE is included in the document and could be included in the motion and the written recommendation on rates.

Finally, during the rate discussions, a possible elimination of the Debt Service Fee has been mentioned. Although this fee is not a revenue source for PUE, it is collected through PUE billing and is relevant to the discussion. The Council would need to eliminate this fee through separate action but the potential for removing the fee could be included in Council’s recommendations to PUE concerning rates in order to present the broader picture of Council’s intentions with respect to PUE rates and billing.

**STAFF RECOMMENDATION:**

- Pursuant to City Code Section 2-8-6, I move to authorize the Mayor to provide the following rate recommendations in writing to the Page Utility Enterprise Board: (use “Options” sheet to craft recommendation).

Options for recommendations to PUE on rates:

1. Implement proposed electric rate reduction; and
2. Implement (select either the recommended rate structure or alternative rate structure):

**RECOMMENDED**

**ALTERNATIVE**

**Residential**

**Residential**

Meter Size	Customer Charge
5/8"	\$12.52
3/4"	\$12.52
1"	\$12.52
1.5"	\$31.30
2"	\$50.08
3"	\$93.90
4"	\$156.50
6"	\$313.00
Volumetric charge	\$4.18 per 1000 gal.

Meter Size	Customer Charge
5/8"	\$3.81
3/4"	\$3.81
1"	\$3.81
1.5"	\$9.53
2"	\$15.24
3"	\$28.58
4"	\$47.63
6"	\$95.25
Volumetric charge	\$5.63 per 1000 gal.

**Commercial**

**Commercial**

Meter Size	Customer Charge
5/8"	\$12.52
3/4"	\$12.52
1"	\$12.52
1.5"	\$31.30
2"	\$50.08
3"	\$93.90
4"	\$156.50
6"	\$313.00
Volumetric charge	\$4.18 per 1000 gal.
Commercial Customers with 5/8"-1" meters billed monthly flat usage: 5/8" – 5,000 gal. 3/4" – 5,000 gal. 1" – 10,000 gal.	

Meter Size	Customer Charge
5/8"	\$8.36
3/4"	\$8.36
1"	\$8.36
1.5"	\$20.90
2"	\$33.44
3"	\$62.70
4"	\$104.50
6"	\$209.00
Volumetric charge	\$5.40 per 1000 gal.
Commercial Customers with 5/8"-1" meters billed monthly flat usage: 5/8" – 5,000 gal. 3/4" – 5,000 gal. 1" – 10,000 gal.	

**OTHER OPTIONAL CONSIDERATIONS**

3. Direct the Board to set Residential/Commercial Rate Classifications for wastewater similar to electric with the following suggested language:

The Utility shall establish the commercial rate to those services placed on commercial zoned property and commercial use on residential property, and the residential rate to

those placed on residential zoned property used solely for residential purposes. Commercial includes churches, schools, apartment offices, trailer park offices, museums, non-profits, group homes, vacation home rentals, accounts serving multiple residences such as duplex, apartments, trailer parks, or any use not specifically residential.

4. Notify the PUE Board that the Council is considering the elimination of the Debt Service Fee.

(The Council may want to consider taking action on the Debt Service Fee in conjunction with the recommended rate changes. Although that would be a separate process from the establishment of rates, the potential elimination of that fee could be set forth in the written recommendations to PUE. If it is included in the written recommendation to PUE, Council can direct staff to draft a resolution eliminating the fee that would be considered and voted upon at a future meeting.)



*Request for City Council Action*

<b>Title:</b>	Lake Powell Boulevard Sidewalk Project		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input checked="" type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other _____	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Engineering	<b>Supporting Documents:</b>	IGA; Resolution 1159-16 Schedule
<b>Prepared By:</b>	Matthew Wood	<b>Presented By:</b>	Matthew Wood
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Discuss whether or not City Council wishes to move forward with the construction of a sidewalk along the west side of Lake Powell Boulevard.		

**BACKGROUND:** At the February 24, 2016 City Council Meeting, the Council approved an Intergovernmental Agreement (IGA) between the State of Arizona and the City of Page for a Transportation Enhancement Grant for the design and construction of a sidewalk along the west side of Lake Powell Boulevard, from the Quality Inn to Clubhouse Drive.

This IGA states that the City will pay its matching portion (5.7%) of the grant, plus any additional costs over the grant amount. ADOT has completed an updated estimate. The estimate of probable construction costs for this project is \$511,000; when combined with the design costs (\$141,450), the project is estimated at \$652,450. The federal grant for this project is \$423,926; leaving the City’s cost at \$228,524.

Due to the significant change increase from the original estimate, ADOT has requested the City’s confirmation that we wish to continue with the project. If we do not move forward with the project the funds will be used for other Federal Transportation Enhancement projects outside of our community.

**BUDGET IMPACT:** The City has budgeted \$25,624 (\$8,850 for design, and \$17,074 for construction) based on the original estimate (5.7% match); an additional \$202,900 (depending on actual bid) would need to be budgeted in FY18 for the construction.

**STAFF RECOMMENDATION:** Discuss whether or not City Council wishes to move forward with the construction of a sidewalk along the west side of Lake Powell Boulevard.

**RESOLUTION NO. 1159-16**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) FOR THE PROVISION OF FACILITIES FOR PEDESTRIANS AND BICYCLES ALONG THE WEST SIDE OF LAKE POWELL BOULEVARD.**

**WHEREAS, the Transportation Equity Act for the 21<sup>st</sup> Century provides funding for the construction of enhanced transportation activities in the form of reimbursement through the Transportation Enhancement Program; and**

**WHEREAS, the Arizona Department of Transportation (ADOT) is responsible for the administration of the Transportation Enhancement Program; and**

**WHEREAS, the procedures established by ADOT require a local government, by resolution, to make certain approvals and commitments; and**

**WHEREAS, the Mayor and Common Council of the City of Page, Coconino County, Arizona finds the application by the Public Works Department for Arizona Transportation Enhancement Program funds serves the best interest of the City of Page.**

**NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, HEREBY:**

**Approve the attached IGA between the State of Arizona and the City of Page for the design and construction of a sidewalk on the western side of North Lake Powell Boulevard beginning at 287 North Lake Powell Boulevard and ending at Clubhouse Drive.**

**BE IT FURTHER RESOLVED that the Mayor be authorized and directed to execute the IGA on behalf of the City of Page.**

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

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

**CITY OF PAGE**

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

**Resolution No. 1159-16**  
**Page 2**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

ADOT File No.: IGA/JPA 15-0005709-I  
AG Contract No.: P001 2016 000364  
Project: Sidewalks-Lake Powell Blvd.  
Section: North Lake Powell BLVD, from  
287 to Clubhouse Drive  
Federal-aid No.: PAG-0(200)A  
ADOT Project No.: SL693 01D 01C  
TIP/STIP No.: PAG12-005  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: n/a

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PAGE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of installing 2,600 LF of new sidewalks and adding drainage improvements, curb gutter, storm water turnouts, and pedestrian lighting along the western side of North Lake Powell BLVD from 287 to Clubhouse Drive. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**SL693 01D (scoping/design):**

Federal-aid funds @ 94.3%	\$141,450.00
City's match @ 5.7%	<u>\$ 8,550.00</u>
<b>Subtotal – Scoping/Design*</b>	<b>\$150,000.00</b>

**SL693 01C (construction):**

Federal-aid funds @ 94.3% (capped)	\$282,476.00
City's match @ 5.7%	<u>\$ 17,074.00</u>
<b>Subtotal – Construction**</b>	<b>\$299,550.00</b>
<b>TOTAL Estimated Project Cost</b>	<b>\$449,550.00</b>
<b>Total Estimated City's Funds</b>	<b>\$ 25,624.00</b>
<b>Total Federal Funds</b>	<b>\$423,926.00</b>

\* (ADOT Project Management & Design Review (PMDR) Cost is included in the scoping/design estimated funds)

\*\* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, prior to performing or authorizing any work, invoice the City for the City's share of the Project design costs, currently estimated at **\$8,550.00**. If PMDR costs increase during the development of design, invoice the City in increments of \$5,000.00 to cover additional PMDR costs. Once the costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual PMDR and design costs.

c. Upon receipt of the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical

exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates; and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. Upon authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project.

e. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$17,074.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; and de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum federal funds programmed for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract.

h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the record drawings to the City.

j. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

k. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for the Project if the Project is approved by FHWA and funds for the Project are available.

b. Within thirty (30) days of receipt of an invoice from the State pay the City's Project design costs, estimated at **\$8,550.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$17,074.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be Responsible for the cost of any requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

j. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the

other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall not be obligated to complete and/or maintain the Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17<sup>th</sup> Ave. Mail Drop 204B

Phoenix, AZ 85007

[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Page  
Attn: Matt Wood  
P.O. Box 1180  
Page, AZ 86040  
(928) 645-4245

**For Project Administration:**

Arizona Department of Transportation  
Intermodal Transportation Division  
Construction  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-6961

City of Page  
Attn: Matt Wood  
P.O. Box 1180  
Page, AZ 86040  
(928) 645-4245

**For Financial Administration:**

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007

City of Page  
Attn: Linda Watson  
P.O. Box 1180  
Page, AZ 86040

(602) 712-7124  
(602) 712-3132 Fax  
JPABranch@azdot.gov

(928) 645-4203

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF PAGE

STATE OF ARIZONA  
Department of Transportation

By \_\_\_\_\_  
**BILL DIAK**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By \_\_\_\_\_  
**KIM LARSON**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF PAGE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PAGE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Date: 7/21/16

Project Name: Lake Powell Blvd Swilks, Page

TRACS#: 5L693

Fiscal Year Obligation/Quarter: FY18, 2nd quarter

JPA (Executed): 3/14/16 (A)

PRB (Design): 8/09/16

PPAC (Design): NA

FHWA Authorization (PE): 9/23/16

On-call NTP: 10/14/16

Project Kick off: 11/01/16

Project Scoping (Complete): 5/04/11 (A)

Design Stage II (Submitted): SKIP

Design Stage III (Submitted): 01/27/17

Design Stage IV (Submitted): 5/26/17

Final PS&E (Submitted): 7/21/17

Environmental Clearance (Obtained): 6/30/17

Right of Way Clearance (Obtained): 7/14/17

Utility Clearance (Obtained): 7/14/17

Geotech Testing and Report (Complete): NA

Materials Clearance (Obtained): 6/30/17

PRB (Construction): 8/22/17

PPAC (Construction): NA

State Transportation Board Approval: NA

C&S Finalizes Bid Package & Clearances: 9/15/17

Bid Package Ready: 9/15/17

FHWA Authorization (Construction): 10/27/17

Bid Advertisement Date: 11/01/17

Styl Scoping completed  
5/4/2011

2016

SL Le 93  
Page LK Powell Blvd.

January '16

Wk	Su	M	Tu	W	Th	F	Sa
1						1	2
2	3	4	5	6	7	8	9
3	10	11	12	13	14	15	16
4	17	18	19	20	21	22	23
5	24	25	26	27	28	29	30
6	31						

February '16

Wk	Su	M	Tu	W	Th	F	Sa
6		1	2	3	4	5	6
7	7	8	9	10	11	12	13
8	14	15	16	17	18	19	20
9	21	22	23	24	25	26	27
10	28	29					

March '16

Wk	Su	M	Tu	W	Th	F	Sa
10			1	2	3	4	5
11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	19
13	20	21	22	23	24	25	26
14	27	28	29	30	31		

April '16

Wk	Su	M	Tu	W	Th	F	Sa
14						1	2
15	3	4	5	6	7	8	9
16	10	11	12	13	14	15	16
17	17	18	19	20	21	22	23
18	24	25	26	27	28	29	30

May '16

Wk	Su	M	Tu	W	Th	F	Sa
19	1	2	3	4	5	6	7
20	8	9	10	11	12	13	14
21	15	16	17	18	19	20	21
22	22	23	24	25	26	27	28
23	29	30	31				

June '16

Wk	Su	M	Tu	W	Th	F	Sa
23				1	2	3	4
24	5	6	7	8	9	10	11
25	12	13	14	15	16	17	18
26	19	20	21	22	23	24	25
27	26	27	28	29	30		

① Page commitment to be invoiced for local match

July '16

Wk	Su	M	Tu	W	Th	F	Sa
27						1	2
28	3	4	5	6	7	8	9
29	10	11	12	13	14	15	16
30	17	18	19	20	21	22	23
31	24	25	26	27	28	29	30
32	31						

August '16

Wk	Su	M	Tu	W	Th	F	Sa
32		1	2	3	4	5	6
33	7	8	9	10	11	12	13
34	14	15	16	17	18	19	20
35	21	22	23	24	25	26	27
36	28	29	30	31			

September '16

Wk	Su	M	Tu	W	Th	F	Sa
36					1	2	3
37	4	5	6	7	8	9	10
38	11	12	13	14	15	16	17
39	18	19	20	21	22	23	24
40	25	26	27	28	29	30	

October '16

Wk	Su	M	Tu	W	Th	F	Sa
40							1
41	2	3	4	5	6	7	8
42	9	10	11	12	13	14	15
43	16	17	18	19	20	21	22
44	23	24	25	26	27	28	29
45	30	31					

November '16

Wk	Su	M	Tu	W	Th	F	Sa
45			1	2	3	4	5
46	6	7	8	9	10	11	12
47	13	14	15	16	17	18	19
48	20	21	22	23	24	25	26
49	27	28	29	30			

December '16

Wk	Su	M	Tu	W	Th	F	Sa
49					1	2	3
50	4	5	6	7	8	9	10
51	11	12	13	14	15	16	17
52	18	19	20	21	22	23	24
53	25	26	27	28	29	30	31

G-F NTP

KICKOFF

FARA TO FARA

G-F CONTRACT MOD TO ELS

FARA NORTH (PE)

7/21/16

# 2017

## January '17

Wk	Su	M	Tu	W	Th	F	Sa
1	1	2	3	4	5	6	7
2	8	9	10	11	12	13	14
3	15	16	17	18	19	20	21
4	22	23	24	25	26	27	28
5	29	30	31				

*Stg III  
60%*

## February '17

Wk	Su	M	Tu	W	Th	F	Sa
5				1	2	3	4
6	5	6	7	8	9	10	11
7	12	13	14	15	16	17	18
8	19	20	21	22	23	24	25
9	26	27	28				

## March '17

Wk	Su	M	Tu	W	Th	F	Sa
9				1	2	3	4
10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	18
12	19	20	21	22	23	24	25
13	26	27	28	29	30	31	

## April '17

Wk	Su	M	Tu	W	Th	F	Sa
13							1
14	2	3	4	5	6	7	8
15	9	10	11	12	13	14	15
16	16	17	18	19	20	21	22
17	23	24	25	26	27	28	29
18	30						

## May '17

Wk	Su	M	Tu	W	Th	F	Sa
18		1	2	3	4	5	6
19	7	8	9	10	11	12	13
20	14	15	16	17	18	19	20
21	21	22	23	24	25	26	27
22	28	29	30	31			

*Stg III  
95%*

## June '17

Wk	Su	M	Tu	W	Th	F	Sa
22					1	2	3
23	4	5	6	7	8	9	10
24	11	12	13	14	15	16	17
25	18	19	20	21	22	23	24
26	25	26	27	28	29	30	

*NEPA  
CLR*

## July '17

Wk	Su	M	Tu	W	Th	F	Sa
26							1
27	2	3	4	5	6	7	8
28	9	10	11	12	13	14	15
29	16	17	18	19	20	21	22
30	23	24	25	26	27	28	29
31	30	31					

*Utility  
R/W*

## August '17

Wk	Su	M	Tu	W	Th	F	Sa
31			1	2	3	4	5
32	6	7	8	9	10	11	12
33	13	14	15	16	17	18	19
34	20	21	22	23	24	25	26
35	27	28	29	30	31		

*TO PRB  
FOR CONSTR.*

## September '17

Wk	Su	M	Tu	W	Th	F	Sa
35						1	2
36	3	4	5	6	7	8	9
37	10	11	12	13	14	15	16
38	17	18	19	20	21	22	23
39	24	25	26	27	28	29	30

*Bid  
Ready*

## October '17

Wk	Su	M	Tu	W	Th	F	Sa
40	1	2	3	4	5	6	7
41	8	9	10	11	12	13	14
42	15	16	17	18	19	20	21
43	22	23	24	25	26	27	28
44	29	30	31				

*FMWA  
AUTH. FOR  
CONSTR*

## November '17 ADV

Wk	Su	M	Tu	W	Th	F	Sa
44				1	2	3	4
45	5	6	7	8	9	10	11
46	12	13	14	15	16	17	18
47	19	20	21	22	23	24	25
48	26	27	28	29	30		

## December '17

Wk	Su	M	Tu	W	Th	F	Sa
48						1	2
49	3	4	5	6	7	8	9
50	10	11	12	13	14	15	16
51	17	18	19	20	21	22	23
52	24	25	26	27	28	29	30
53	31						

*Q1 FY18*

*Q2*



*Request for City Council Action*

<b>Title:</b>	Community Development Advisory Board Recommendation Event Assistance Program		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Community Development	<b>Supporting Documents:</b>	Event Assistance Program Community Organization & Program Assistance Policy Application Form
<b>Prepared By:</b>	Tourism Director	<b>Presented By:</b>	Community Development Director
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to Approve Event Assistance Program Motion to Approve Community Organization and Programs Assistance Policy Motion to Approve Amendments to Special Event Permit Application Form		

**BACKGROUND:**

At an April 6 work session, the City Council discussed the pending events assistance program. During the discussion Council Member Warner submitted recommendations for two programs, one for events organized by non-profit organizations, and one for community organizations and programs. These recommendations are attached. It was the consensus of the Council that these recommendations are a good starting point, and they were referred back to the Community Development Advisory Board.

At their April 26 meeting, the Community Development Advisory Board (CDAB) was provided with the City Council recommendations and direction. The Board directed staff to move forward with program guidelines for and events assistance policy and a community organizations and programs policy. In response staff has taken the basic recommendations provided by Councilman Warner and the review criteria from the Events Assistance Program originally recommended by the CDAB and created a new Events Assistance Program. Staff has also taken the recommendations provided by Councilman Warner and created a new Community Organizations and Programs policy.

**EVENTS ASSISTANCE PROGRAM:**

The Events Assistance Program is set up to serve non-profit organizations that promote and manage events that meet the goals of the City Council, and established evaluation criteria as stated in the policy. Events meeting the evaluation criteria may receive in-kind services and free or discounted fees for use of City facilities. Insurance has been left in as a potential program benefit, as Staff is researching a third party insurance program though the City's liability insurance carrier. The way this program works is that the City would sign up for the program and third party vendors using City property would be able to purchase liability insurance coverage naming the City as an additional insured. In this case, the City would not be providing or paying for insurance coverage, just providing a vehicle for vendors to obtain such insurance. Staff is still researching this program, as there may be some minimum annual policy thresholds that would have to be guaranteed by the City.

**COMMUNITY ORGANIZATIONS AND PROGRAMS ASSISTANCE POLICY:**

The Community Organizations and Programs Policy provides for cash and in-kind assistance to non-profit community entities and programs that meet established criteria, including current City Council Strategic Priorities. Examples of

qualifying organizations or events include Pow Wow and Lake Powell Concert Association. The policy establishes an annual application process in conjunction with the next fiscal year budget planning. Application will through a letter of request and must include adequate program and financial information to show compliance with established criteria.

## **OTHER POLICY RECOMMENDATIONS**

The following recommendations include in Councilman Warner's handout were not included in either policy, as they act to provide further direction for staff and would be more appropriate as part of an internal policy document:

### Events

- Funding, once approved by City Council, would be through an inter-agency/departmental reimbursement of expensed from the Community Development Fund to the affected/serving department.
- No direct or indirect funding provided, other than inter-agency/departmental reimbursement.

### Community Organizations and Programs

- Ideally, funding would be no more than 10-20% of recipient's annual budget.

### Non-Qualifying Events

Non-qualifying events are for-profit events that utilize City land or facilities but do not receive support from the City (carnivals, softball tournaments, concerts, etc.)

- Application for use of City-owned facilities through the Special Event Permit Application
- Charges apply for City services and/or facilities

### City Sanctioned Events

City sanctioned events are events that are promoted, and possibly managed and organized by the City of Page (Fourth of July fireworks, Balloon Regatta)

- Sanctioned events could be supported both monetarily and through City services and marketing
- Events may be supported, coordinated and marketed through a City/Private, City/Public partnership

## **APPLICATION FORM**

It is recommended that the existing Special Event Permit Application be used for the Events Assistance Program. Attached is the existing application form with recommended changes, which include:

- To include a space for the application fee on the first page;
- To add a criterion in the Introduction, that if an event is requesting City support through the Event Assistance Program, City Council approval is required;
- To add an item to the Checklist, which is a Letter of Request explaining type of assistance being requested and how the event meets the Strategic Goals of the City and the Criteria for determining funding of an event.
- To add a check box on Page 2 to indicate that the application is an Events Assistance Program Request.
- To add a brief section for Event Assistance Program applicants which asks for the following information:
  - If the event is new;
  - If the event has received assistance in the past;
  - Type/amount of assistance being requested
  - Explanation of how the event meets goals and assistance criteria
  - Provides contact information for City Staff

**ADVISORY BOARD RECOMMENDATION:**

The Community Development Advisory Board voted to recommend approval of the Event Assistance Program and Community Organizations and Programs Assistance Policy at their July 26, 2016 meeting, and amendments to the Special Event Permit Application at their January 26, 2016 meeting.

**STAFF RECOMMENDATION:**

I move to approve the Event Assistance Program

I move to approve the Community Organization and Programs Assistance Policy

I move to Approve Amendments to Special Event Permit Application Form

Thoughts on Event & Program Assistance  
Dugan Warner, 4-6-16

**Events:** A short-term activity or happening.

- **Qualifying Events** are events promoted and managed by a non-profit agency, group, individual or club that meets City's criteria for support, ie. Car shows, Pow Wow's, Festivals, Races, Concerts, Parades. etc.
  - Qualifying Events would be supported through in-kind service contributions only, such as street closures; use of City facilities, public safety, public works, insurance. etc.
  - Funding for these activities, once approved by Council, would be through an inter-agency reimbursement of expense from the Community Development Fund to the affected department.
  - No direct or indirect funding would be provided other than departmental reimbursement of City-provided services.
  - At the City's discretion, and with the approval of the event organizer, the City may choose to promote the event through its own marketing efforts.
  - Application for assistance would be through the standard event application process.
- **Non-qualifying Events** are for-profit events that utilize City land or facilities, but do not receive any support from the City, ie. Carnivals, soft ball tournaments, concerts, etc.
  - Application for use of City-owned facilities through the Special Event Application.
  - Charges would apply for City services and/or facilities use.
- **City Sanctioned Events** are events that are promoted, and possibly managed and organized by the City of Page, ie. Fourth of July Fireworks display, Balloon Regatta.
  - Sanctioned Events could be supported both monetarily and through City services and marketing.
  - Events may be supported, coordinated and marketed through a City/Private partnership.

**Programs:** Long-term, seasonal, or annual activity that provides a service or benefit to the community. ie. Lake Powell Concert Association, JWP Museum, Chamber of Commerce.

- Programs may be supported monetarily by the City through a grant application and service agreement with City Council approval.
  - Grant funding is on an annual basis and may be paid out incrementally.
  - Ideally, funding level would be no more than 10-20% of recipient's annual budget.
  - City should receive financial disclosure from applicant to prove financial stability and justify appropriation.



## CITY OF PAGE EVENTS ASSISTANCE PROGRAM

The Page City Council and Community Development Advisory Board wish to encourage and support special events in Page that draw tourists and provide activities for local and area residents. In order to encourage new events and support existing quality events, the City of Page may provide assistance to organizations that want to hold an event in Page. The following guidelines will be used to assist in the evaluation of each request:

- The event creates evening activities for residents and visitors.
- The event will occur during the shoulder season of November-March.
- The event highlights, involves, or brings attention to Native American culture, southwest culture, and/or local culture or history.
- The event extends visitor stays (Friday, Sunday, weekday events, multi-day events).
- The event expands the use of an existing city facility or local venue (Golf Course, Amphitheatre, Rim Trail, Corrals, Sports Complex, John C. Page Memorial Park).
- The event meets an identified community priority and/or contributes to the quality of life of Page residents.
- The event is new to the community.
- The event is not new to the community, but has had successful past events, or addresses a community cultural or social need, and without assistance from the City may not be able to host the event.
- The event organizer intends to repeat the event in the future

### **QUALIFYING EVENTS**

Qualifying events are those that are promoted and managed by a non-profit agency, group, individual, or club, and substantially meets the above guidelines for support.

### **STANDARD ASSISTANCE**

For qualifying events, the City may provide one or more of the follow types of assistance:

- In-kind service contributions such as:
  - Street Closures
  - Use of City owned facilities
  - Public Safety services
  - Public Works services
  - Insurance Assistance
- At the City's discretion, and with approval of the event organizer, the City may choose to promote the event through its own marketing efforts.
- Application can be made through Special Event Application Process.

### **SUBMITTAL REQUIREMENTS**

Applicants must complete the City of Page Special Events Permit Application form and submit all requested relevant information and the application fee. It is preferred that applicants submit the application and all required information/attachments and fee a **minimum of three (3) months** prior to the proposed event date to allow adequate time for review of the application and for review by the

Community Development Advisory Board (which meets once per month) and action by the City Council. For the city to consider promoting an event through its own marketing efforts, applications may need to be submitted four (4) to six (6) months in advance.

Applications may be dropped off at Page City Hall, 697 Vista Avenue, Page, AZ 86040 to the attention of Kimberly Johnson, Community Development Director; or mailed to Kimberly Johnson, Community Development Director, P.O. Box 1180 Page, AZ 86040.

Questions may be directed to the Page Community Development Department, 928.645.4261.



CITY OF PAGE  
COMMUNITY ORGANIZATION AND PROGRAM  
ASSISTANCE POLICY

The Page City Council and Community Development Advisory Board wish to encourage and support community programs and organizations in Page that provide service or benefit to the community. In order to encourage new community programs and support existing quality programs and organizations, the City of Page may provide assistance to organizations that provide quality programs and services. The criteria considered in evaluating a request for assistance are as follows:

- The program or service may be long-term/continuous, seasonal, a single annual occurrence, or multiple occurrences over the course of a year.
- Grant funding is on an annual basis and may be paid out incrementally.
- The applicant must provide adequate financial disclosure to establish financial stability and justify the requested funding.
- The applicant must provide a detailed work/program plan to show that the program, service or activity provides a necessary service or benefit to the community, and meets the current strategic priorities of the City Council.

**QUALIFYING PROGRAMS/SERVICES**

Qualifying programs or services are those that are provided and managed by a non-profit agency, group, individual, or club, which meets the above criteria. This policy does not apply to City sanctioned events such as 4<sup>th</sup> of July Fireworks or Balloon Regatta.

**STANDARD ASSISTANCE**

For qualifying programs, services, or events the City may provide the following support:

- Financial contribution
- In-kind service contributions such as:
  - Use of City owned facilities
  - Public Safety services
  - Public Works services

**SUBMITTAL REQUIREMENTS**

Funding requests must be made by letter of application which shall include all supplemental information necessary to meet the evaluation criteria listed above. Applications will be considered annually, in conjunction with fiscal year budgeting. Funding requests must be submitted no later than March 1.

Letters of application may be dropped off at Page City Hall, 697 Vista Avenue to the attention of Kimberly Johnson, Community Development Director; or mailed to Kimberly Johnson, Community Development Director, P.O. Box 1180 Page, AZ 86040.

Questions may be directed to the Page Community Development Department, 928.645.4261.



\$25 Permit Fee

**SPECIAL EVENT PERMIT APPLICATION**  
**EVENT ASSISTANCE PROGRAM APPLICATION**

**INTRODUCTION**

Any organized activity involving the use of, or having impact upon, City property, City facilities, parks, sidewalks, street areas or the temporary use of City property in a manner that varies from its current land use or for revenue producing activities, requires a special event permit. (See City Code 3-7 "Utilization of City Property for Revenue Producing Activities") It is the City's goal to assist Event Organizers in permitting safe and successful events that create a minimal impact on the communities surrounding the events. For smaller or localized events, some of the items in this Application may not be applicable. In addition, if a proposed event meets one or more of the following criteria, the application will need to go to City Council for approval:

1. If a group wants to hold an event that will close a public facility or a collector or arterial street;
2. If a group wants to hold an event that will alter the existing physical character or nature of the City's property;
3. If a group wants to hold an event that requires the issuance of a Special Event Liquor License; or
4. If an event will require City support that was not anticipated in the budgetary process.
5. If an event is requesting City support through the Events Assistance Program administered by the Community Development Department.

**CHECKLIST**

Required information for initial submittal of the special event application. Applications will not be accepted without this minimal information.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed application (no electronic signatures)
<input type="checkbox"/>	<input type="checkbox"/>	Application fee (check, money order)
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of insurance - valid for event dates, set up and teardown.
<input type="checkbox"/>	<input type="checkbox"/>	Complete and detailed site plan
<input type="checkbox"/>	<input type="checkbox"/>	Electrical Plan (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Submit IRS letter of nonprofit status (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Traffic Control Plan (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<u>Letter of Request explaining in specific detail what type of assistance you are requesting from the Events Assistance Program, and how your event and organization meet the Strategic Goals of the City and the Criteria for Funding of the Program. (if applicable)</u>

*Please note that City departments affected by the proposed special event may recommend that a permit be issued only after the Applicant has met, at his or her own cost, certain stipulations. The following is a list of additional requirements that may be due upon the completion of the special event administrative and substantive review and include, but not limited to:*

1. Providing a stated number of security personnel;
2. Providing a stated number of parking attendants;
3. Erecting security fencing or security barriers;
4. Providing sanitary facilities;
5. Hiring and/or providing for any and all traffic control devices and/or traffic control personnel as necessary;
6. Applying for and obtaining all other necessary permits and approvals;
7. Sign and submit a liability agreement prepared by the City;
8. Agreeing to pay for any unanticipated or unforeseen costs associated with the special event, including posting a performance bond if requested by the City.

*Pursuant to City of Page Code Chapter 3, Section 7, Resolution No. 1042-10, whenever participation of the City of Page Fire Department and/or the City of Page Police Department is necessary to protect the public and participant safety during special events and seasonal activities, the following fees and charges shall be assessed by the approving agency:*

**Fire Department** – A charge of one hundred fifty dollars (\$150.00) for the first hour/per vehicle and a charge of one hundred dollars (\$100.00) for each hour thereafter, not to exceed five hundred dollars (\$500.00) per day, shall be assessed for Fire Department standby services.

**Police Department** – A charge of fifty dollars (\$50.00) per hour/per officer shall be assessed for Police Department standby services.

***The City of Page reserves the right to approve or deny any application that affects City property or City right-of-way***



Date of Application:	Non-Profit <input type="checkbox"/>	Revenue Generating <input type="checkbox"/>	<u>Event Assistance Program Request <input type="checkbox"/></u>
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**SECTION I: APPLICANT INFORMATION**

Name of Applicant (must be on site during the event)				
Phone Number	Cell Phone Number	Fax Number		
Business Address	City	State	Zip Code	
Corporation / Organization Name or D.B.A.	E-mail Address			
State of Incorporation	State Tax ID #	EIN/SSN		

**SECTION II: EVENTS ASSISTANCE PROGRAM INFORMATION**

Is this a new event?  YES  NO  
If no, have you applied for assistance in the past?  Yes  No If yes, please provide year and type of assistance:

Type/Amount of Assistance being requested:

Please explain how your event benefits the Page community, and how it meets the goals and assistance criteria of the Events Assistance Program\* (attach additional pages if necessary)

\*You can obtain the Events Assistance Program information in the Community Development Department at Page City Hall

**SECTION III: EVENT INFORMATION**

Name of Event			
Event Date(s)	Hours of Event	Set Up	Take Down
Location of Event/ Address			
Sponsors of the Event			
Event Category and Description of Event: <input type="checkbox"/> Athletic/Recreation <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Crafts Fair <input type="checkbox"/> Carnival <input type="checkbox"/> Festival/Celebration <input type="checkbox"/> Special Attraction <input type="checkbox"/> Parade/Procession/March <input type="checkbox"/> Private Family Gathering <input type="checkbox"/> Other, Explain:			

**\*\*PLEASE INCLUDE A DETAILED SITE PLAN WITH THIS APPLICATION \*\***

**Event Site Plan:** Your detailed event site plan should be submitted on 8 1/2" x 14" or 8 1/2" x 11" piece of paper and must include the following:

- The location and dimensions of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The location of first aid facilities and/or ambulances.
- The location of all stages, amplified stage equipment, platforms, canopies, tents, portable toilets, booths, beer gardens, open flame and/or cooking areas, trash containers and dumpsters, carnival/amusement rides, merchandise vendors, controlled access/admission areas, and other temporary structures or activities.
- Generator locations and/or source of electricity.
- Placement of vehicles and/or trailers, both for attendees and event staff and participants.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- The locations of all emergency access points.
- Other related event components not listed above.



Charity Name		501(c)3 Number	
Charity Contact Name		Contact Phone Number	
Charity Address		Charity Phone Number (if different from above)	
<b>*If the event involves the participation of a charity, the applicant is required to provide an acknowledgement letter from the charity</b>			
Has this event ever been held at another location? ( ) Yes ( ) No If yes, please provide the appropriate references:			
Location #1			
Date:		Location:	
Contact Name		Phone Number	
Location #2			
Date:		Location:	
Contact Name		Phone Number	
Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? ( ) Yes ( ) No If Yes, please explain:			
Will there be an admission charge? ( ) Yes ( ) No			
Anticipated daily attendance:		Anticipated peak attendance:	
Will there be entertainment? ( ) Yes ( ) No If yes, please complete the following:			
Group	Performance Location	Scheduled Time	
Will sound amplification be used? ( ) Yes ( ) No If yes, please provide the following:			
Start Time	Finish Time	Anticipated Decibel Level	
Will there be contracted concessionaires/caterers? ( ) Yes ( ) No If yes, please provide the following information:			
Name of Concessionaire/Caterer		Address	
Phone No.	Items to be sold		
<b>WILL FOOD BE SERVED ( ) Yes ( ) No If yes, a health permit from Coconino County will be required and attached hereto.</b>			
Will this event be marketed, promoted or advertised in any manner? If Yes, please describe:			
Will there be live media coverage during the event? If Yes, please describe:			
Do you have a plan to control or limit the placement and/or distribution of promotional signage, flyers and/or posters? If Yes, please describe and list areas to be distributed and posted ( <i>Please attach any planned promotional materials</i> ):			



<b>SECTION IV: EVENT SPECIAL FEATURES</b>	
<b>TENTS OR CANOPIES</b> ( ) Yes ( ) No If yes, provide the following:	
Number of Tents:	Size(s):
<i>*All tents and canopies must be properly secured via tent stakes and will be subject to inspection</i>	
<b>OPEN FLAMES OR COOKING</b> ( ) Yes ( ) No If yes, please describe:	
<i>*Open flame may require additional permits or approval from the City of Page Fire Department</i>	
<b>FIREWORKS, ROCKETS, LASERS, OR OTHER PYROTECHNICS</b> ( ) Yes ( ) No If yes, provide the following:	
Company:	
Address:	
Contact:	Phone:
<i>*Fireworks, rockets, lasers, or other pyrotechnics require permits from the City of Page Fire Department</i>	
<b>TEMPORARY FENCING</b> ( ) Yes ( ) No If yes, provide the following:	
Company:	
Address:	
Contact:	Phone:
<i>*Provide accurate dimensions of fenced area and include on site plan</i>	
<b>RESTROOMS:</b> You are required to have sufficient portable restroom facilities at your event, if such facilities are not already available at the location of the event. This includes sufficient ADA accessible facilities in the immediate area of the event site, which will be available to the public during your event.	
Company:	
Address:	
Number of regular restroom units:	Number of ADA accessible restroom units:
<b>ELECTRICAL SERVICES / GENERATORS</b> ( ) Yes ( ) No If yes, please describe your electrical site plan, including the use of any City electric hookups, the layout of extension cords, spider boxes, generators, size and quantify of any generators and anticipated amperage draw:	
<i>*Additional fees may apply if you plan on using City electrical hookups</i>	
<b>CARNIVAL / AMUSEMENT RIDES</b> ( ) Yes ( ) No If yes, provide the following:	
Company:	
Address:	
Contact:	Phone:
<i>*Amusement or carnival rides must be rented by a licensed vendor who can provide evidence of insurance naming the City of Page as the additional insured</i>	
<b>INFLATABLES / BOUNCE HOUSES</b> ( ) Yes ( ) No If yes, provide the following:	
Company:	
Address:	
Contact:	Phone:
<i>*Inflatables, bounce houses or similar items must be rented by a licensed vendor who can provide evidence of insurance naming the City of Page as the additional insured</i>	
<b>MEDICAL PLAN:</b> Please describe your medical plan including the number of first aid staff and first aid stations within the perimeter of the event, your communications plan, certification levels (i.e., CPR and First Aid certified, MD, RN, Paramedic, EMT, etc.) and types of resources that will be at your event and the manner in which they will be managed. You may attach the plan to this application if necessary.	
<b>OTHER</b> – Description of any other activities at the event:	



**SECTION V: STREETS / TRAFFIC**

**DOES THE EVENT PROPOSE CLOSING, BLOCKING, OR USING ANY OF THE FOLLOWING:**

**CITY STREETS** ( ) Yes ( ) No If yes, provide the following:

Street	From/To	Date(s)	Time(s)

**CITY SIDEWALKS** ( ) Yes ( ) No If yes, provide the following:

Sidewalk	From/To	Date(s)	Time(s)

**CITY ALLEYS** ( ) Yes ( ) No If yes, provide the following:

Alley	From/To	Date(s)	Time(s)

**PUBLIC PARKING LOTS** ( ) Yes ( ) No If yes, provide the following:

Parking Lot	Date(s)	Time(s)

**TRAFFIC CONTROL PLAN:** A Traffic Control Plan is used to indicate vehicle/pedestrian traffic control, detour routes, directional signs, barricades and street closures for your event. The Applicant is responsible for providing all required barricades and traffic control signs at no cost to the City of Page. Barricades must be set-up by a licensed and bonded traffic control company and a traffic control plan must be submitted for the proposed closure of any street, sidewalk, alley, right-of-way, parking lot or similar public access area.

**SECTION VI: USE OF CITY UTILITIES**

Will any City electric or water hookups be used? ( ) Yes ( ) No If yes, provide the following:

Electric Location	Service Needed (in amps)
Water Location	Service Needed

**SECTION VII: EVENT SECURITY**

Will the event be using private security? ( ) Yes ( ) No If yes, provide the following:

Security Company:  
 Address:  
 Contact Person and Cellular Number:  
 Number of personnel contracted for:

Please describe your security plan including crowd control, internal security or venue safety:

If no security company is retained, please provide the name of the responsible person that will be present at the event:

**SECTION VIII: ALCOHOL (Glass containers or glass bottles are NOT allowed in City parks)**

Will there be alcohol at the event? ( ) Yes ( ) No If yes, please answer the following:

Will alcohol be sold? ( ) Yes ( ) No  
 Will alcohol be given away? ( ) Yes ( ) No  
 Is alcohol included in the admission price to the event? ( ) Yes ( ) No  
 Will 50% or more of the gross revenues from the event will be derived from alcohol sales? ( ) Yes ( ) No

**\*If you answered Yes to any of the above, a Special Event Liquor License is required**

Charity's or Organization's Name	501 (c)3 Number
----------------------------------	-----------------

**\*A letter from the charity or organization agreeing to participate as the agent for the special event liquor license is required and must accompany the original event application**



Name of Contact at Charity or Organization	Phone Number
On-Site Agent Responsible for Liquor	
How will attendees over the age of 21 be identified?	
Have the alcohol servers received training regarding the sale and service of alcoholic beverages? ( ) Yes ( ) No If yes, where & when?	
What controls will be used to keep underage attendees from obtaining alcohol at the event?	
<i>*A site plan showing locations of alcohol service areas, type and height of fencing, and security check areas must be provided and correspond to the description of the controls above</i>	
<b>SECTION IX: PARADE / RACE INFORMATION (Attach a proposed route and indicate assembly/disassembly areas)</b>	
Assembly Area:	
Disassembly Area:	
Number of Units in parade:	
Description of the units (e.g., motorized, animals, floats, sound amplification)	
<b>SECTION X: INSURANCE REQUIREMENTS</b>	
<p>You will be required to provide the City of Page, thirty (30) days prior to the Event, with proof of applicable insurance that will be in effect during the license period, which shall provide a minimum of \$1,000,000.00 single limit bodily injury and property damage liability on said premises in companies satisfactory to the City of Page. The City of Page shall be named as an “additional insured” and provided with a copy of the additional insured endorsement for any and all policies. The City of Page shall be given at least ten (10) days prior written notice of policy alterations, cancellations or deletions.</p> <p><b>By executing this application, the applicant agrees to defend, indemnify, and hold harmless the city of page, its agents, representatives, officials, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, attorneys fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, or omissions of the applicant, its agents, employees, contractors, subcontractors, customers, invitees, guests or other persons doing business with the applicant, in connection with the special event described in this application, provided, such claims, damages, losses and expenses are attributable to bodily injury or to injury to or destruction of property.</b></p> <p><b>Applicant understands that the special event permit is not transferable to any other individual or group. Applicant certifies that the statements made in this application are true and complete to the best of my knowledge. Applicant understands that any omissions or misstatements of facts are cause for rejection of the application and that incomplete applications may not be processed.</b></p> <p><b>Applicant further understands and acknowledges that the special even permit is only applicable within the Page City limits and that any events that encroach upon any other jurisdictions are required to obtain the appropriate permission from those other entities (such as the Navajo Tribe and the National Park Service). Applicant’s failure to secure the appropriate permission from any other jurisdiction encroached upon by the event will result in the revocation of the special event permit.</b></p>	
Print Name of Applicant/Host Organization:	Title:
Signature	Date
Print Name of Event Organizer:	Title:
Signature	Date



*Request for City Council Action*

<b>Title:</b>	Page Lake Powell Chamber of Commerce Request to Expand Location and Duration of Balloon Regatta Vendor Fair		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Unfinished Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Community Development	<b>Supporting Documents:</b>	Balloon Glow and Vendor Fair Map
<b>Prepared By:</b>	Community Development Director	<b>Presented By:</b>	Community Development Director
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Motion to approve Expanded Location and Duration of Balloon Regatta Vendor Fair		

**BACKGROUND:**

The Page Lake Powell Chamber of Commerce is requesting to expand the 2016 Balloon Regatta Vendor Fair location and duration. The proposal is to expand the footprint of the vendor fair to wrap around the North Navajo Drive side of the mall up to State 48. The proposal also includes expanding the event to two days to be held on Friday and Saturday from 11:00 a.m. to 10:00 p.m. The Chamber indicates that they will be able to attract more vendors to a two-day event than a one-day event, which they believe will cause a need to expand the footprint. Attached is a map showing the location of Balloon Glow and Vendor Fair activities. It should be noted that the extend of the Vendor Fair footprint will depend on the final number of vendors that sign up. It should also be noted that two balloons are scheduled to glow in the southwest corner of the public lot, so it will be necessary to leave adequate space for the balloons to setup and inflate. It may also be prudent to consider requiring vehicles for sale to be removed from the area prior to the event.

**ADVISORY BOARD RECOMMENDATION:**

The Community Development Advisory Board considered the request at their July 26, 2016 meeting and voted to recommend approval of the request to expand the location and duration of the Balloon Regatta Vendor Fair.

**MOTION:**

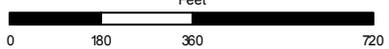
I Move to approve the request by the Page Lake Powell Chamber of Commerce to expand the location and duration of the 2016 Balloon Regatta Vendor Fair.



-  Glow Pilot Briefing
-  Incident Command
-  Balloon Location

# Balloon Glow and Vendor Fair Map

-  Banner/Overhead Wire
-  Street Closure
-  Vendors



August 3, 2016

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PUPOSES ONLY.  
NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.





*Request for City Council Action*

<b>Title:</b>	Changing Lanes Band Free Performance Offer		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Unfinished Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Community Development	<b>Supporting Documents:</b>	None
<b>Prepared By:</b>	Community Development Director	<b>Presented By:</b>	Community Development Director
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Discuss whether the Council is interested in taking the Community Development Advisory Board Recommendation to Host the Changing Lanes Band with a budget of up to \$15,000 for associated expenses.		

**BACKGROUND:**

The City of Page has been offered a free performance by the band Changing Lanes at the City’s amphitheater on September 16. The band is performing at Antelope Point Marina on September 15 and 17, and is interested in performing at the amphitheater and shooting video for their marketing purposes. The band has offered to play for free, if the City provides the venue, including shade, and all production equipment such as stage lighting and sound. City Staff has been working with the Chamber of Commerce, which has offered to take the lead in coordinating the event if the City covers the expenses.

The band "Changing Lanes", was an America's Got Talent contestant in Season X. They are a cover band that plays a variety of music, commonly in vignettes of same era music that appeal to a wide range of ages and music preferences. They play a lot of high end parties, weddings, and corporate events and also produce and play events with national artists such as Kelly Pickler.

City and Chamber Staff have put together the follow cost estimates associated with the event:

Stage Lighting and Sound	\$ 3500.00
Site Lighting (3) and Electrical Spider Boxes (6)	\$ 1300.00
Restrooms (5 standard, 1 accessible, hand wash stations)	\$ 400.00
Security (4 officers @ \$50/hr for 5 hours)	\$ 1000.00
Trash Receptacles (12)	\$ 0.00
Water “connection” fee	\$ 150.00
Electric “connection” fee	\$ 165.00
Promotions (radio, local and regional newspapers, posters, banner)	\$ 1000.00
Insurance (event covered by City policy with City sponsorship) Beer Garden	<u>\$ 500.00</u>
Total	\$ 8115.00
Sun Shade (30 x 45)	<u>\$ 3300.00</u>
Grand Total	\$11415.00

**ADVISORY BOARD RECOMMENDATION:**

The Community Development Advisory Board considered the opportunity at their July 26, 2016 meeting. The board was of the consensus that this is not a money making opportunity, but that it is a good opportunity to put on a community event and showcase the amphitheater as a concert venue. They also discussed that the band will make the video available to the City for its use. The Board voted to recommend that the City Council accept the free performance offer and allocate a budget of up to \$15,000 for associated costs (3-2).

*Request for City Council Action*

<b>Title:</b>	Approval of FAA AIP Grant Agreement No. 3-04-0025-030-2016		
<b>Meeting Date:</b>	8-10-16	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action: Proclamation</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Manager	<b>Supporting Documents:</b>	Grant Agreement
<b>Prepared By:</b>	Lona Shugart	<b>Presented By:</b>	City Manager
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Approve Grant Agreement		

**BACKGROUND:** The City of Page submitted to the FAA a project application dated April 12, 2016 for a grant of federal funds for a project at the Page Municipal Airport. The FAA has approved the project consisting of the following: Construct new partial parallel Northwest Taxiway C – Design only and Rehabilitate the Apron – Design only.

**BUDGET IMPACT:**

FAA (95%)	\$239,167.26
ADOT (2.5%)	\$ 6,293.87
CITY (2.5%)	<u>\$ 6,293.87</u>
<b>TOTAL:</b>	<b>\$251,755.00</b>

**SUGGESTED MOTION(S):**

- I move to accept the FAA Grant Agreement Part 1 Offer, “Based on Bids”, in the amount of 251,755.00 and authorize the City Manager to execute the Grant Agreement.
- I move to authorize the City Manager to apply to ADOT for matching funds and execute the required documents.
- I move to authorize the City Manager to coordinate and execute the Notice of Award, and the Notice to Proceed.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>AUG 01 2016</u>
Airport/Planning Area	<u>Page Municipal</u>
AIP Grant Number	<u>3-04-0025-030-2016</u>
DUNS Number	<u>074480781</u>
TO:	<u>City of Page</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 12, 2016, for a grant of Federal funds for a project at or associated with the Page Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Page Municipal Airport (herein called the "Project") consisting of the following:

Construct new partial parallel Northwest Taxiway C (1,350' x 35') - Design Only, Rehabilitate Apron (approx. 60,000sy) - Design Only

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$241,542.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$241,542 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable. .
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs. .
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement. .
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor. .
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2016, or such subsequent date as may be prescribed in writing by the FAA. .
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary. .

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. .
- 11. System for Award Management (SAM) Registration And Universal Identifier.** .
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. .
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant..

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports..
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent for land project.
18. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
19. **Ban on Texting While Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**20. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

**21. AIP Funded Work Included in a PFC Application:**

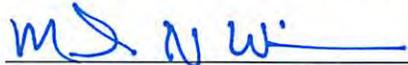
Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit “A” Property Map.** The Exhibit “A” Property Map, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

- 23. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
*(Signature)*

Mike N. Williams  
*(Typed Name)*

Manager, Phoenix Airports District Office  
*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Page

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

**By:**

(Typed Name of Sponsor's Authorized Official)

**Title:**

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_.

**By:**

(Signature of Sponsor's Attorney)

\_\_\_\_\_

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

## **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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## **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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## **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."**

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

# Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



*Request for City Council Action*

<b>Title:</b>	Authorization for Construction Management Services No. 1 and No. 2		
<b>Meeting Date:</b>	8-10-16	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action: Proclamation</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Manager	<b>Supporting Documents:</b>	Contracts
<b>Prepared By:</b>	Lona Shugart	<b>Presented By:</b>	City Manager
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Approve Authorization for Services		

**BACKGROUND:** At the June 8, 2016 meeting, the City Council approved a General Services Agreement with C & S Engineers, subject to the specific scope of services attached to an “Authorization for Services” for each project.

Under AIP 30, the FAA concurs with the City of Page recommendation to award C & S Engineers in the amount of \$71,794.00 & \$179,961.00 for Taxiway design (Authorization for Services 1) & Apron design (Authorization for Services 2) respectively.

**BUDGET IMPACT:**

FAA (95%)	\$239,167.20
ADOT (2.5%)	\$ 6,293.87
CITY (2.5%)	<u>\$ 6,293.87</u>
<b>TOTAL:</b>	<b>\$251,755.00</b>

**SUGGESTED MOTION:**

- I move to approve and authorize the mayor to execute the Authorization for Services No. 1 and No. 2 with C & S Engineers for Design Services associated with the Taxiway C and Apron Rehabilitation projects in the amount of \$251,755.00.

**AUTHORIZATION FOR SERVICES NO. 1**  
**CONSTRUCTION MANAGEMENT SERVICES OF**  
**PAGE MUNICIPAL AIRPORT**  
**TAXIWAY C CONSTRUCTION PROJECT**  
**GENERAL AIRPORT CONSULTING SERVICES CONTRACT**  
**BETWEEN**  
**CITY OF PAGE & C&S ENGINEERS, INC.**

**ARTICLE I AGREEMENT**

In accordance with the General Airport Consulting Services Contract, dated the 8<sup>th</sup> day of June, 2016, the provisions of which agreement is hereby incorporated herein as if it had been set forth in full, CONSULTANT will perform the Scope of Services detailed in Schedule A for the purpose of performing design services associated with the Taxiway C Construction Project at the Page Municipal Airport.

**ARTICLE II COMPENSATION AND PAYMENT**

For the performance of the services identified in Schedule A, CONSULTANT shall be paid on a lump sum basis by the CITY in accordance with the schedule outlined in Schedule B for a lump sum fee of \$71,794.00. Partial payments shall be made to the CONSULTANT throughout the project based on approved monthly invoices detailing the portion of each work task that is complete.

The Consultant shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

**ARTICLE III TIME OF PERFORMANCE**

The services of the CONSULTANT described in Schedule A are to commence on written notice to proceed and shall be completed shall be completed within one hundred twenty (120) calendar days.

**Binding Upon Successors:** This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

PASSED APPROVED AND ADOPTED by the Mayor and Council of the City of Page this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

C&S ENGINEERS, INC.  
A PROFESSIONAL CORPORATION

BY: \_\_\_\_\_  
Managing Engineer

## **SCHEDULE A**

### **SCOPE OF WORK**

**Project Title:** Taxiway C Construction Project  
**Airport Name:** Page Municipal Airport  
**Services Provided:** Design

#### **Project Description:**

The CONSULTANT shall provide required services to design the Taxiway C Construction project (the "Project"). The Project will be performed and designed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) and the Arizona State Department of Transportation (ADOT).

The project consists of designing a new partial parallel taxiway from Taxiway A to the end of Runway 7 on the north side of Runway 7-25. The design will include topographic surveys, geotechnical investigations, pavement design alternatives, and drainage improvements. No utility installations or relocations are included in this design.

Services to be provided by the CONSULTANT shall include survey, civil, and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

#### **ADMINISTRATION PHASE**

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with ADOT and the FAA during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
2. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
3. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.

#### **SCHEMATIC DESIGN PHASE**

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR, FAA and ADOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.

4. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise programs at the Project site as necessary.
5. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting.
6. Acquire the necessary soils and existing pavement investigation data, including any combination of borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
7. Prepare a Categorical Exclusion environmental document, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
8. Develop schematic designs, including preliminary pavement horizontal geometric layouts, and prepare preliminary opinion of probable construction costs for each major element of the Project.
9. Schedule and conduct a meeting with the SPONSOR to review the schematic design.

#### **PRELIMINARY DESIGN**

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report (prepared using the format set forth in this Agreement).

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize horizontal pavement geometrical layouts. Compute and document on drawings sufficient information to layout proposed pavements in field during construction.
2. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
3. Develop pavement design in accordance with FAA advisory circular 150/5320-6E.
4. Develop preliminary pavement cross sections and site grading for the proposed work.
5. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.
6. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities.
7. Prepare preliminary Contract Drawings (approximately 30% complete) providing sufficient detail for review of design concepts by the SPONSOR, ADOT and the FAA.
8. Prepare general specifications and preliminarily develop technical specifications expected to be required for the proposed work.
9. Develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations, in accordance with FAA advisory circular 150/5370-2 (current edition).
10. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.

11. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
12. Submit sufficient copies of preliminary design documents to the SPONSOR, FAA and ADOT for their review and comment.
13. Schedule and conduct a 30% design review meeting to discuss and resolve SPONSOR, FAA and ADOT comments.

#### **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize pavement centerline profiles, cross-sections, and grading designs.
2. Finalize pavement designs, edge of pavement grading requirements, and pavement sections.
3. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
4. Finalize pavement marking layouts, and detail installations.
5. Prepare final Contract Drawings.
6. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Finalize design report to be consistent with the final design.
10. Prepare stormwater pollution control plan and submit required documents to comply with stormwater permit requirements for construction projects.
11. Submit draft final documents to the SPONSOR, FAA and ADOT for final review and comment. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.
12. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications. Cross-sections and soils investigation data shall also be provided to bidders for informational purposes.

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING  
COST SUMMARY  
SCHEDULE "B"  
DESIGN PHASE**

PROJECT NAME: Taxiway C (Design)  
 PROJ DESCRIPTION Design for the construction of Taxiway C  
 CLIENT: CITY OF PAGE  
 CLIENT MANAGER: Rick Olson, Airport Director

DATE: 26-Jul-16  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: K26.017.001  
 C&S CONTACT: RICHARD GRAHAM

**I. ESTIMATE OF LABOR COSTS:**

TITLE	BILLING RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	=	ESTIMATED COST
A. MANAGING ENGINEER	\$180.00	X	20	=	\$3,600.00
B. SENIOR PROJECT ENGINEER	\$150.00	X	150	=	\$22,500.00
C. STAFF ENGINEER	\$100.00	X	95	=	\$9,500.00
D. SENIOR DESIGNER	\$90.00	X	150	=	\$13,500.00
E. ADMINISTRATIVE ASSISTANT	\$60.00	X	30	=	\$1,800.00
F. SENIOR PLANNER	\$168.00	X	20	=	\$3,360.00
<b>TOTAL ESTIMATED DIRECT SALARY COST:</b>					<b>\$54,260.00</b>

**II. ESTIMATE OF DIRECT EXPENSES:**

A. TRAVEL, BY AUTO:	2 TRIPS @	600 MILES/TRIP @	\$0.445	=	\$534.00
<b>TOTAL ESTIMATE OF DIRECT EXPENSES:</b>					<b>\$534.00</b>

**III. SUBCONTRACTS:**

	<u>COMPANY NAME</u>	<u>TYPE</u>	
A. Geotechnical - Pavement Design	WTI	Rate Basis	\$10,000.00
B. Topographical Survey		Rate Basis	\$7,000.00
<b>TOTAL COST OF SBO'S:</b>			<b>\$17,000.00</b>

**IV. TOTALS:**

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<b>\$71,794.00</b>
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## FEE SCHEDULE

PROJECT NAME: Taxiway C (Design)  
 SERVICES: Design  
 PROJ LOCATION: Page Municipal Airport  
 PROJ DESCRIPTION: Design for the construction of Taxiway C

SERVICE GROUP MGR: MATTHEW WENHAM  
 PROJECT MANAGER: RICHARD GRAHAM  
 DEPT. MANAGER: CORY HAZLEWOOD

CLIENT: CITY OF PAGE  
 CLIENT ADDRESS: 697 Vista Ave.  
 Page, AZ 86040

DIRECT LABOR RATES: 2016

PROJECT NUMBER: K26.017.001

CLIENT CONTACT: Rick Olson, Airport Director

DATE: July 26, 2016

### BILLING RATES

LABOR CATEGORY	BILLING RATE	OVERTIME
SERVICE GROUP MANAGER	\$250.00	\$0.00
DEPARTMENT MANAGER	\$0.00	\$0.00
MANAGING ENGINEER	\$180.00	\$0.00
CHIEF/PRINCIPAL ENGINEER	\$180.00	\$0.00
SENIOR PROJECT ENGINEER	\$150.00	\$0.00
PROJECT ENGINEER	\$130.00	\$0.00
ENGINEER	\$0.00	\$0.00
STAFF ENGINEER	\$100.00	\$0.00
SENIOR DESIGNER	\$90.00	\$0.00
DESIGNER	\$80.00	\$95.00
CADD OPERATOR	\$65.00	\$80.00
ADMINISTRATIVE ASSISTANT	\$60.00	\$0.00
GRANTS ADMINISTRATOR	\$60.00	\$0.00
MANAGER AIRPORT PLANNING	\$0.00	\$0.00
SENIOR PLANNER	\$168.00	\$0.00
PLANNER	\$0.00	\$0.00
STAFF PLANNER	\$0.00	\$0.00
SENIOR/MANAGING ARCHITECT	\$0.00	\$0.00
PROJECT ARCHITECT	\$0.00	\$0.00
MANAGING GEOLOGIST (SOILS ENG)	\$0.00	\$0.00
GEOLOGIST	\$0.00	\$0.00
ENVIRONMENTAL SCIENTIST	\$0.00	\$0.00
SENIOR CONSTRUCTION SUPERVISOR	\$0.00	\$0.00
CONSTRUCTION SUPERVISOR	\$0.00	\$0.00
RESIDENT ENGINEER	\$0.00	\$0.00
CHIEF INSPECTOR	\$0.00	\$0.00
SENIOR INSPECTOR	\$0.00	\$115.00
INSPECTOR	\$115.00	\$105.00
JUNIOR INSPECTOR	\$0.00	\$0.00
SENIOR TECHNICAL ADMINISTRATOR	\$0.00	\$0.00
PARTY CHIEF	\$0.00	\$0.00
SURVEYOR I	\$0.00	\$0.00
SURVEYOR II	\$0.00	\$0.00

ALLOWABLE PER DIEM RATES (ADOT)			2006
CITY	LODGING	MEALS	TOTAL MAX RATE
FLAG/GC (OCT-FEB)	\$83	\$56	\$139
FLAG/GC (MAR-SEP)	\$112	\$56	\$168
KAYENTA	\$109	\$51	\$160
PHOENIX (OCT-DEC)	\$106	\$61	\$167
PHOENIX (JAN-MAR)	\$141	\$61	\$202
PHOENIX (APR-MAY)	\$113	\$61	\$174
PHOENIX (JUN-AUG)	\$83	\$61	\$144
PHOENIX (SEPT)	\$106	\$61	\$167
SEDONA (OCT-FEB)	\$131	\$56	\$187
SEDONA (MAR-MAY)	\$150	\$56	\$206
SEDONA (JUN-SEP)	\$131	\$56	\$187
TUCSON (OCT-JAN)	\$86	\$46	\$132
TUCSON (FEB-MAY)	\$100	\$46	\$146
TUCSON (JUN-AUG)	\$83	\$46	\$129
TUCSON (SEP)	\$86	\$46	\$132
NOT LISTED			
DEFAULT RATE	\$83	\$36	\$119

### OUT OF POCKET EXPENSES

TRAVEL, BY AUTO (PER MILE):	\$0.445	/MILE
PER DIEM:	\$119.00	/DAY

### SERVICES BY OTHERS

Geotechnical - Pavement Design	\$10,000.00	Rate Basis
Topographical Survey	\$7,000.00	Rate Basis

**SCHEDULE C**  
**FAA STANDARD CONTRACT PROVISIONS**

<b>Provision</b>	<b>Dollar Threshold</b>	<b>Professional Services</b>	<b>Construction</b>	<b>Equipment</b>	<b>Property (Land)</b>	<b>Non-AIP Contracts</b>	<b>Check if included</b>
a. <u>Access to Records and Reports</u>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
b. <u>Buy American Preferences</u>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(1) <u>Buy American Statement</u>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(2) <u>Buy American – Total Facility</u>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(3) <u>Buy American – Manufactured Product</u>	\$ 0	Limited	REQD	REQD	Limited	n/a	
c. <u>Civil Rights – General</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
d. <u>Civil Rights - Title VI Assurances</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(1) <u>Notice - Solicitation</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(2) <u>Clause - Contracts</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(3) <u>Clause – Transfer of U.S. Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(4) <u>Clause – Transfer of Real Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(5) <u>Clause - Construct/Use/Access to Real Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(6) <u>List – Pertinent Authorities</u>	\$0	REQD	REQD	REQD	REQD	REQD	X
e. <u>Disadvantaged Business Enterprise</u>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
f. <u>Energy Conservation Requirements</u>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
g. <u>Federal Fair Labor Standards Act</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
h. <u>Occupational Safety and Health Act</u>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
i. <u>Rights to Inventions</u>	\$ 0	Limited	Limited	Limited	n/a	n/a	
j. <u>Trade Restriction Certification</u>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
k. <u>Veteran’s Preference</u>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
l. <u>Seismic Safety</u>	\$ 0	Limited	Limited	n/a	n/a	n/a	
m. <u>Copeland Anti-Kickback</u>	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
n. <u>Davis Bacon Requirements</u>	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
o. <u>Distracted Driving</u>	\$3,000	REQD	REQD	REQD	REQD	n/a	X
p. <u>Affirmative Action Requirement</u>	\$10,000	Limited	REQD	Limited	Limited	n/a	
q. <u>Equal Employment Opportunity</u>	\$10,000	Limited	REQD	Limited	Limited	n/a	
(1) <u>EEO Contract Clause</u>	\$10,000	Limited	REQD	Limited	Limited	n/a	
(2) <u>EEO Specification</u>	\$10,000	Limited	REQD	Limited	Limited	n/a	
r. <u>Prohibition of Segregated Facilities</u>	\$10,000	Limited	REQD	Limited	Limited	n/a	
s. <u>Recovered Materials</u>	\$10,000	Limited	REQD	REQD	Limited	n/a	
t. <u>Termination of Contract</u>	\$10,000	REQD	REQD	REQD	REQD	n/a	X
u. <u>Debarment and Suspension</u>	\$25,000	REQD	REQD	REQD	Limited	n/a	X
v. <u>Contract Work Hours and Safety Standards</u>	\$100,000	Limited	REQD	Limited	Limited	n/a	
w. <u>Lobbying Federal Employees</u>	\$ 100,000	REQD	REQD	REQD	REQD	n/a	X
x. <u>Breach of Contract</u>	\$150,000	REQD	REQD	REQD	REQD	n/a	X
y. <u>Clean Air/Water Pollution Control</u>	\$150,000	REQD	REQD	REQD	REQD	n/a	X

## **A1. ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **A3. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A5. GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.1. Title VI Solicitation Notice:**

The **City of Page**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **A6.2. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.6. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **A7. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **A11. DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A12. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Page. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Page. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Page to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **A13. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **A14. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

#### **A16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **A17. CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **A19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **A23. TERMINATION OF CONTRACT**

##### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project;
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of

termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A24. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an

erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **A25. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**AUTHORIZATION FOR SERVICES NO. 2**  
**CONSTRUCTION MANAGEMENT SERVICES OF**  
**PAGE MUNICIPAL AIRPORT**  
**MAIN APRON RECONSTRUCTION PROJECT**  
**GENERAL AIRPORT CONSULTING SERVICES CONTRACT**  
**BETWEEN**  
**CITY OF PAGE & C&S ENGINEERS, INC.**

**ARTICLE I AGREEMENT**

In accordance with the General Airport Consulting Services Contract, dated the 8<sup>th</sup> day of June, 2016, the provisions of which agreement is hereby incorporated herein as if it had been set forth in full, CONSULTANT will perform the Scope of Services detailed in Schedule A for the purpose of performing design services associated with the Main Apron Reconstruction Project at the Page Municipal Airport.

**ARTICLE II COMPENSATION AND PAYMENT**

For the performance of the services identified in Schedule A, CONSULTANT shall be paid on a lump sum basis by the CITY in accordance with the schedule outlined in Schedule B for a lump sum fee of \$179,961.00. Partial payments shall be made to the CONSULTANT throughout the project based on approved monthly invoices detailing the portion of each work task that is complete.

The Consultant shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

**ARTICLE III TIME OF PERFORMANCE**

The services of the CONSULTANT described in Schedule A are to commence on written notice to proceed and shall be completed shall be completed within one hundred eighty (180) calendar days.

**Binding Upon Successors:** This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

PASSED APPROVED AND ADOPTED by the Mayor and Council of the City of Page this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

C&S ENGINEERS, INC.  
A PROFESSIONAL CORPORATION

BY: \_\_\_\_\_  
Managing Engineer

## **SCHEDULE A**

### **SCOPE OF WORK**

**Project Title:** Main Apron Reconstruction Project  
**Airport Name:** Page Municipal Airport  
**Services Provided:** Design

#### **Project Description:**

The CONSULTANT shall provide required services to design the Main Apron Reconstruction project (the "Project"). The Project will be performed and designed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) and the Arizona State Department of Transportation (ADOT).

The project consists of designing the reconstruction of the main apron. The design will include topographic surveys, geotechnical investigations, pavement design alternatives, and drainage improvements. No utility installations or relocations are included in this design.

Services to be provided by the CONSULTANT shall include survey, civil, and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

#### **ADMINISTRATION PHASE**

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with ADOT and the FAA during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
2. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
3. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.

#### **SCHEMATIC DESIGN PHASE**

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR, FAA and ADOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.

4. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise programs at the Project site as necessary.
5. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting.
6. Acquire the necessary soils and existing pavement investigation data, including any combination of borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
7. Prepare a Categorical Exclusion environmental document, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
8. Develop schematic designs, including preliminary pavement horizontal geometric layouts, and prepare preliminary opinion of probable construction costs for each major element of the Project.
9. Schedule and conduct a meeting with the SPONSOR to review the schematic design.

#### **PRELIMINARY DESIGN**

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report (prepared using the format set forth in this Agreement).

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize horizontal pavement geometrical layouts. Compute and document on drawings sufficient information to layout proposed pavements in field during construction.
2. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
3. Develop pavement design in accordance with FAA advisory circular 150/5320-6E.
4. Develop preliminary pavement cross sections and site grading for the proposed work.
5. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.
6. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities.
7. Prepare preliminary Contract Drawings (approximately 30% complete) providing sufficient detail for review of design concepts by the SPONSOR, ADOT and the FAA.
8. Prepare general specifications and preliminarily develop technical specifications expected to be required for the proposed work.
9. Develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations, in accordance with FAA advisory circular 150/5370-2 (current edition).
10. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.

11. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
12. Submit sufficient copies of preliminary design documents to the SPONSOR, FAA and ADOT for their review and comment.
13. Schedule and conduct a 30% design review meeting to discuss and resolve SPONSOR, FAA and ADOT comments.

#### **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize pavement centerline profiles, cross-sections, and grading designs.
2. Finalize pavement designs, edge of pavement grading requirements, and pavement sections.
3. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
4. Finalize pavement marking layouts, and detail installations.
5. Prepare final Contract Drawings.
6. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Finalize design report to be consistent with the final design.
10. Prepare stormwater pollution control plan and submit required documents to comply with stormwater permit requirements for construction projects.
11. Submit draft final documents to the SPONSOR, FAA and ADOT for final review and comment. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.
12. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications. Cross-sections and soils investigation data shall also be provided to bidders for informational purposes.

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING  
COST SUMMARY  
SCHEDULE "B"  
DESIGN PHASE**

PROJECT NAME: Main Apron Reconstruction (Design)  
 PROJ DESCRIPTION Design for the reconstruction of the main terminal apron  
 CLIENT: CITY OF PAGE  
 CLIENT MANAGER: Rick Olson, Airport Director

DATE: 26-Jul-16  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: K26.018.001  
 C&S CONTACT: RICHARD GRAHAM

**I. ESTIMATE OF LABOR COSTS:**

TITLE	BILLING RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	=	ESTIMATED COST
B. MANAGING ENGINEER	\$180.00	X	90	=	\$16,200.00
E. SENIOR PROJECT ENGINEER	\$150.00	X	340	=	\$51,000.00
C. STAFF ENGINEER	\$100.00	X	320	=	\$32,000.00
D. SENIOR DESIGNER	\$90.00	X	380	=	\$34,200.00
E. ADMINISTRATIVE ASSISTANT	\$60.00	X	40	=	\$2,400.00
F. SENIOR PLANNER	\$168.00	X	20	=	\$3,360.00
<b>TOTAL ESTIMATED DIRECT SALARY COST:</b>					<b>\$139,160.00</b>

**II. ESTIMATE OF DIRECT EXPENSES:**

A. TRAVEL, BY AUTO:	3 TRIPS @	600 MILES/TRIP @	\$0.445	=	\$801.00
<b>TOTAL ESTIMATE OF DIRECT EXPENSES:</b>					<b>\$801.00</b>

**III. SUBCONTRACTS:**

	<u>COMPANY NAME</u>	<u>TYPE</u>	
A. Geotechnical - Pavement Design	WTI	Rate Basis	\$25,000.00
B. Topographical Survey		Rate Basis	\$15,000.00
<b>TOTAL COST OF SBO'S:</b>			<b>\$40,000.00</b>

**IV. TOTALS:**

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<b>\$179,961.00</b>
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## FEE SCHEDULE

PROJECT NAME: Main Apron Reconstruction (Design)  
 SERVICES: Design  
 PROJ LOCATION: Page Municipal Airport  
 PROJ DESCRIPTION: Design for the reconstruction of the main terminal apron

CLIENT: CITY OF PAGE  
 CLIENT ADDRESS: 697 Vista Ave.  
 Page, AZ 86040

CLIENT CONTACT: Rick Olson, Airport Director

SERVICE GROUP MGR: MATTHEW WENHAM  
 PROJECT MANAGER: RICHARD GRAHAM  
 DEPT. MANAGER: CORY HAZLEWOOD

DIRECT LABOR RATES: 2016

PROJECT NUMBER: K26.018.001

DATE: July 26, 2016

### BILLING RATES

LABOR CATEGORY	BILLING RATE	OVERTIME
SERVICE GROUP MANAGER	\$250.00	\$0.00
DEPARTMENT MANAGER	\$0.00	\$0.00
MANAGING ENGINEER	\$180.00	\$0.00
CHIEF/PRINCIPAL ENGINEER	\$180.00	\$0.00
SENIOR PROJECT ENGINEER	\$150.00	\$0.00
PROJECT ENGINEER	\$130.00	\$0.00
ENGINEER	\$0.00	\$0.00
STAFF ENGINEER	\$100.00	\$0.00
SENIOR DESIGNER	\$90.00	\$0.00
DESIGNER	\$80.00	\$95.00
CADD OPERATOR	\$65.00	\$80.00
ADMINISTRATIVE ASSISTANT	\$60.00	\$0.00
GRANTS ADMINISTRATOR	\$60.00	\$0.00
MANAGER AIRPORT PLANNING	\$0.00	\$0.00
SENIOR PLANNER	\$168.00	\$0.00
PLANNER	\$0.00	\$0.00
STAFF PLANNER	\$0.00	\$0.00
SENIOR/MANAGING ARCHITECT	\$0.00	\$0.00
PROJECT ARCHITECT	\$0.00	\$0.00
MANAGING GEOLOGIST (SOILS ENG)	\$0.00	\$0.00
GEOLOGIST	\$0.00	\$0.00
ENVIRONMENTAL SCIENTIST	\$0.00	\$0.00
SENIOR CONSTRUCTION SUPERVISOR	\$0.00	\$0.00
CONSTRUCTION SUPERVISOR	\$0.00	\$0.00
RESIDENT ENGINEER	\$0.00	\$0.00
CHIEF INSPECTOR	\$0.00	\$0.00
SENIOR INSPECTOR	\$115.00	\$115.00
INSPECTOR	\$0.00	\$0.00
JUNIOR INSPECTOR	\$0.00	\$0.00
SENIOR TECHNICAL ADMINISTRATOR	\$0.00	\$0.00
PARTY CHIEF	\$0.00	\$0.00
SURVEYOR I	\$0.00	\$0.00
SURVEYOR II	\$0.00	\$0.00

CITY	ALLOWABLE PER DIEM RATES (ADOT)		2006
	LODGING	MEALS	TOTAL MAX RATE
FLAG/GC (OCT-FEB)	\$83	\$56	\$139
FLAG/GC (MAR-SEP)	\$112	\$56	\$168
KAYENTA	\$109	\$51	\$160
PHOENIX (OCT-DEC)	\$106	\$61	\$167
PHOENIX (JAN-MAR)	\$141	\$61	\$202
PHOENIX (APR-MAY)	\$113	\$61	\$174
PHOENIX (JUN-AUG)	\$83	\$61	\$144
PHOENIX (SEPT)	\$106	\$61	\$167
SEDONA (OCT-FEB)	\$131	\$56	\$187
SEDONA (MAR-MAY)	\$150	\$56	\$206
SEDONA (JUN-SEP)	\$131	\$56	\$187
TUCSON (OCT-JAN)	\$86	\$46	\$132
TUCSON (FEB-MAY)	\$100	\$46	\$146
TUCSON (JUN-AUG)	\$83	\$46	\$129
TUCSON (SEP)	\$86	\$46	\$132
NOT LISTED			
DEFAULT RATE	\$83	\$36	\$119

### OUT OF POCKET EXPENSES

TRAVEL BY AUTO (PER MILE):	\$0.445	/MILE
PER DIEM:	\$119.00	/DAY

### SERVICES BY OTHERS

Geotechnical - Pavement Design	\$25,000.00	Rate Basis
Topographical Survey	\$15,000.00	Rate Basis

**SCHEDULE C**  
**FAA STANDARD CONTRACT PROVISIONS**

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts	Check if included
a. <a href="#">Access to Records and Reports</a>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
b. <a href="#">Buy American Preferences</a>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(1) <a href="#">Buy American Statement</a>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(2) <a href="#">Buy American – Total Facility</a>	\$ 0	Limited	REQD	REQD	Limited	n/a	
(3) <a href="#">Buy American – Manufactured Product</a>	\$ 0	Limited	REQD	REQD	Limited	n/a	
c. <a href="#">Civil Rights – General</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
d. <a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(2) <a href="#">Clause - Contracts</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	n/a	n/a	n/a	REQD	REQD	
(6) <a href="#">List – Pertinent Authorities</a>	\$0	REQD	REQD	REQD	REQD	REQD	X
e. <a href="#">Disadvantaged Business Enterprise</a>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
f. <a href="#">Energy Conservation Requirements</a>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
g. <a href="#">Federal Fair Labor Standards Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
h. <a href="#">Occupational Safety and Health Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	X
i. <a href="#">Rights to Inventions</a>	\$ 0	Limited	Limited	Limited	n/a	n/a	
j. <a href="#">Trade Restriction Certification</a>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
k. <a href="#">Veteran’s Preference</a>	\$ 0	REQD	REQD	REQD	REQD	n/a	X
l. <a href="#">Seismic Safety</a>	\$ 0	Limited	Limited	n/a	n/a	n/a	
m. <a href="#">Copeland Anti-Kickback</a>	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
n. <a href="#">Davis Bacon Requirements</a>	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
o. <a href="#">Distracted Driving</a>	\$3,000	REQD	REQD	REQD	REQD	n/a	X
p. <a href="#">Affirmative Action Requirement</a>	\$10,000	Limited	REQD	Limited	Limited	n/a	
q. <a href="#">Equal Employment Opportunity</a>	\$10,000	Limited	REQD	Limited	Limited	n/a	
(1) <a href="#">EEO Contract Clause</a>	\$10,000	Limited	REQD	Limited	Limited	n/a	
(2) <a href="#">EEO Specification</a>	\$10,000	Limited	REQD	Limited	Limited	n/a	
r. <a href="#">Prohibition of Segregated Facilities</a>	\$10,000	Limited	REQD	Limited	Limited	n/a	
s. <a href="#">Recovered Materials</a>	\$10,000	Limited	REQD	REQD	Limited	n/a	
t. <a href="#">Termination of Contract</a>	\$10,000	REQD	REQD	REQD	REQD	n/a	X
u. <a href="#">Debarment and Suspension</a>	\$25,000	REQD	REQD	REQD	Limited	n/a	X
v. <a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	Limited	REQD	Limited	Limited	n/a	
w. <a href="#">Lobbying Federal Employees</a>	\$ 100,000	REQD	REQD	REQD	REQD	n/a	X
x. <a href="#">Breach of Contract</a>	\$150,000	REQD	REQD	REQD	REQD	n/a	X
y. <a href="#">Clean Air/Water Pollution Control</a>	\$150,000	REQD	REQD	REQD	REQD	n/a	X

## **A1. ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **A3. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A5. GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.1. Title VI Solicitation Notice:**

The **City of Page**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **A6.2. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.6. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **A7. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **A11. DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A12. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Page. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Page. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Page to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **A13. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

### **A14. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

### **A16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **A17. CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **A19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **A23. TERMINATION OF CONTRACT**

##### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of

termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A24. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an

erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **A25. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



***Request for City Council Action***

<b>Title:</b>	Reschedule the August 24, 2016 Regular City Council Meeting to August 31, 2016		
<b>Meeting Date:</b>	August 10, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	<b>Action:</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Mayor	<b>Supporting Documents:</b>	None
<b>Prepared By:</b>	City Clerk Kim Larson	<b>Presented By:</b>	Mayor Diak
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to reschedule the August 24, 2016 Regular City Council Meeting to August 31, 2016.		

**BACKGROUND:**

Mayor Diak and several City Council Members are planning on attending the League Annual Conference scheduled for August 23-26, 2016. Due to the Annual League Conference being scheduled during the week of the Regular City Council Meeting, the Regular City Council Meeting will need to be rescheduled.

Pursuant to Page City Code, Section 2-4-1, the rescheduled Regular City Council Meeting must not exceed more than seven (7) days before or after the date being advanced or delayed.

**STAFF RECOMMENDATION:**

Motion to reschedule the August 24, 2016 Regular City Council Meeting to August 31, 2016.