

To view City Council's
2015 Strategic Priorities

and

Individual Priorities,

please visit our website at

cityofpage.org/government/councilpriorities

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

Thank you

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 16, 2015**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on December 16, 2015, 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, and Dennis Warner were present. Councilor Tennis was excused. There was a moment of meditation. Lieutenant Tim Lange led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joe Estes; IT Director, Mike Bergner; PUE General Manager, Bryan Hill; Community Development Director, Kim Johnson; Police Chief, Frank Balkcom; Police Lieutenant, Tim Lange; and City Clerk, Kim Larson.

PRIORITY LIST

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

There was no discussion by the City Council

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

There was no discussion by the City Council

MINUTES

Regular City Council Meeting-December 2, 2015

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

CONSENT AGENDA

MINUTES

Page Parks and Recreation Advisory Board – March 16, 2015
Page Parks and Recreation Advisory Board – April 6, 2015
Page Parks and Recreation Advisory Board – May 4, 2015
Page Parks and Recreation Advisory Board – June 1, 2015
Page Parks and Recreation Advisory Board – July 20, 2015
Page Parks and Recreation Advisory Board – August 31, 2015
Page Planning and Zoning Commission – October 6, 2015

INFORMATION

Renewal of five (5) Airport Leases
City of Page Monthly Cash Allocation Variance Report

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

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PUBLIC HEARINGS

None

HEAR FROM THE CITIZENS

Steve Blevins, 237 Aero Avenue, stated concerns pertaining to the change with Allied Waste regarding the weight of garbage a resident was allowed to dump. He stated that the weight limit went from 1,000 pounds per month to 2,000 pounds per quarter.

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

Discussion and possible action by the City Council pertaining to a Memorandum of Understanding (MOU) between Coconino County and the Page Police Department for Victim Witness Services

A Memorandum of Understanding ("MOU") between Victim Witness Services ("VWS") for Coconino County and Page Police Department ("PPD") was presented to the City Council for approval. The MOU formalizes the commitment between the parties to work together to provide trauma-informed services to victims of crime and/or crisis in the greater Page area and to improve the overall response to crime and crisis in Page. The parties share the goal of preventing crime and crisis in the community, and responding appropriately to community members who have been victimized.

Page Police Department Lieutenant Tim Lange and Mira Ferell-Womochil, Executive Director of Northern Arizona Center Against Sexual Assault (NACASA), presented the MOU.

Ms. Ferell-Womochil stated that additional funding was received to expand their services, and that an advocate would be hired to work with victims of crime in the City of Page. She then went into further detail about the services that would be provided.

Lieutenant Lange stated that the advocate would have an office at the Page Police Department.

There was discussion.

Motion made by Councilor Sadler to accept the Mutual Aid Agreement between the Coconino County Victim Witness Services and the Page Police Department. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to entering into an Antenna Site Lease Agreement with South Central Communications (SCC)-Resolution 1152-15

South Central Communications requested a lease agreement in the amount of \$150.00 per month, to construct and install telecommunications equipment to provide a

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transmission site at the Page Public Library for Wireless Internet-Resolution 1152-15.

The request included approximately 1½ square feet of interior space for a power supply box and approximately one hundred twenty eight (128) square feet of space on the walls protruding above the roofline for the placement of telecommunications facilities, including antennas, transmission and utility wires, cables, fiber, conduit, pipes, radios, and electronic equipment. There will be no roof penetrations.

Joe Estes introduced the agenda item. He stated that South Central Communications approached the City with a request to install antennas, receivers and transmitters on the roof of the Page Library for the interim fix for the broadband issues. He stated that the line of sight from Phinger Point, Utah into the City of Page was how the location for the antennas was selected. He added that the agreement states the City will maintain control of approval prior to any work or alterations to the building, and then reviewed the terms of the lease agreement.

Motion made by Vice Mayor Kocjan to introduce Resolution 1152-15 by title only. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Resolution 1152-15 by title only.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE LEASE OF ROOFTOP SPACE ON THE CITY LIBRARY FOR ANTENNAS TO PROVIDE A WIRELESS INTERNET TRANSMISSION SITE; AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE.

Councilor Bryan requested that the representative from South Central Communications address the safety concerns.

Craig Baird, Central Office Technician for South Central Communications, stated that he was tasked with engineering the microwave network. He handed out information pertaining to radiofrequency (RF) exposure, attached hereto and by this reference made a part of herein. Mr. Baird reviewed the handout and explained that RF exposure limits are determined by a Federal Communication Commission (FCC) document called the Office of Engineering and Technology (OET) Bulletin 65.

Mr. Baird stated that SCC's proposal included mounting multiple antennas to the rooftop of the Page Public Library. The antennas belong to a class called aperture antennas, commonly referred to as dishes. Mr. Baird provided some calculations that are used by the FCC to determine power density. He referred to page 67 of the handout attached and talked about Limits for Maximum Permissible Exposure (MPE): Limits for Occupational/Controlled Exposure, and Limits for General Population/Uncontrolled Exposure.

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Mr. Baird stated that the frequency of the 3 foot diameter antenna and power density in the near field region from the front of the antenna to about 13 ½ feet would be no more than .295, and the limit is 1.00. Mr. Baird then reviewed the calculations referenced on page 2 and 3 of the handout, stating that the MPE is well below the limit of 1.00.

There was discussion.

Mr. Baird explained that the roof of the Page Public Library was a barrier and that the high frequencies they operate at, 6 gigahertz (GHz), are highly directional and at these high frequencies the energy does not penetrate obstacles well. The antennas being installed are dish style, which are highly directional, not like Omni directional antennas that radiate 360 degrees. Mr. Baird then stated that the analysis provided was based on the largest antenna, the 3 foot antenna.

Mayor Diak asked if special precautions were needed if a service contractor were called to work on the roof and were in close proximity to the antennas.

Mr. Baird stated that no special precautions were required at the frequencies at which they are operating. He referred to the OET Bulletin 65 where it talks about the frequencies from 0 up to 300 megahertz (MHz) and the dangerous frequencies, where there are regulations to put up a placard relating to RF exposure.

Steve Blevins, 237 Aero Avenue, asked Mr. Baird if the math was done as a cluster, as the FCC requires counting all of the RF from all of the transmitters and receivers there.

Mr. Baird stated that he did the math specifically on a 3 foot antenna. Pursuant to OET Bulletin 65, the FCC requirement for an antenna structure, (a tower that has multiple antennas pointed in a single direction, for example a cellular tower may have multiple clusters of antennas), has to be calculated cumulatively. The numbers presented are for a 3 foot antenna that will be by itself. There will be some other antennas placed in different places, and on one wall there will be multiple antennas side-by-side. Those antennas will operate at a much lower power level than the 3 foot antenna (dish), even if cumulatively added together. The Parabolic dishes are highly directional.

There was discussion.

Mr. Baird gave a description of where the antennas (dishes) would be placed on the rooftop.

Motion made by Councilor Warner to adopt Resolution 1152-15.

Steve Blevins, 237 Aero Avenue, stated concerns pertaining to the antennas being placed on an architecturally beautiful library, the lease amount, and that the utilities for the antennas would be paid for by the City of Page. He then asked if a structural survey

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was done for the wind load-bearing factor that the antennas would cause. Mr. Blevins also stated that the City was in violation of City Zoning Code 5.9.1 - Wireless Telecommunication Facilities, and City Code 3.5.5 - Lease of City Property, and entered a written objection to the lease agreement, attached hereto and by this reference made a part of herein.

City Attorney Joe Estes addressed Mr. Blevins' Zoning Code concerns, and in regards to the lease requirements, stated that leases under a nominal value of \$2,000.00 are not subject to objection pursuant to the City Code.

Discussion continued.

Vice Mayor Kocjan seconded the motion.

There was further discussion.

Councilor Sadler asked about the color of the antennas.

Mr. Baird stated that the antennas could be painted.

Vernon Joe, City of Page, stated that City Council may want to table the item before voting.

Mayor Diak stated that the meeting had been properly noticed and did not feel it was necessary to table the item.

The motion passed upon a vote.

Discussion and possible action by the City Council pertaining to a lease with Navajo Heritage Foundation, Inc. Lease Agreement

The lease agreement for the Navajo Village expires on December 31, 2015. During the February 11, 2015 Council Meeting, City Council directed staff to prepare a new lease agreement through the end of 2015. The new lease agreement continues the requirement that the use of the property shall promote Navajo culture, educational experiences, and promote tourism for the City, and addresses Council's concerns regarding the hours of operation, promotion efforts and to insure the property is open to the public and provides a benefit to the City. The new lease agreement requires the Navajo Heritage Foundation to coordinate the promotion and use of the property with the City of Page Tourism Board and City Tourism Department. The new lease agreement also provides for the ability to review Navajo Heritage Foundation's books and records as desired by Council.

Mayor Diak stated that Olin Cumings, spokesperson for the Navajo Heritage Foundation, was not able to attend the Council Meeting and asked to have this item tabled.

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Councilor Tappan made a motion to table the agenda item. The motion was duly seconded.

There was discussion.

The motion passed upon a vote.

Discussion and possible action by the City Council pertaining to rezoning parcel no. 800-12-026W, 420 North Navajo Drive, from RM, Multi-Family Residential District to CBD, Central Business District-Ordinance 627-15-1st reading

Stonefeather Enterprises, LLC requested to have their property located at 420 North Navajo Drive rezoned. The property is occupied by the Page Eye Center, and is currently zoned RM, Multi-Family Residential District. The request is to rezone the property to Central Business District (CBD). Medical offices are allowed only as a Conditional Use in the RM district, and as a Permitted Use in the CBD.

A Conditional Use Permit was issued for the current medical clinic use of the property in 2014. Conditional Uses are subject to annual review and are required to pay an annual "renewal" fee. The applicant is asking that the property be zoned to the CBD, which is the same district as the adjacent property to the east, which is also occupied by a medical office use. The Land Use Plan designates this property as DB, Downtown Business, and the property is occupied by a Downtown Business land use. There is an adjacent corner lot to the west, owned by the applicant that is zoned Multi Family Residential which will continue to serve as a buffer between the Central Business District and the adjacent lower density R1-7 zone.

The subject property is compliant with the terms of its Conditional Use Permit and all other zoning requirements.

At the December 1, 2015 Planning and Zoning Commission Meeting, a Public Hearing was held on the on the proposed rezoning, and there were no comments by the public. The Commission voted to recommend rezoning parcel #800-12-026W, Page Eye Center (Stonefeather Enterprises, LLC) 420 N. Navajo from RM Multi-family residential to CBD Central Business District (4-0).

Motion made by Vice Mayor Kocjan to introduce Ordinance 627-15 by title only for its first reading. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Ordinance 627-15 by title only.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROVIDING FOR THE REZONING OF PARCEL NO. 800-12-026W CONSISTING OF APPROXIMATELY 20,473 SQUARE FEET OF LOT AREA, GENERALLY LOCATED SOUTH OF NORTH NAVAJO DRIVE

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AND EAST OF 4TH AVENUE, FROM A ZONING DESIGNATION OF RM, MULTI-FAMILY RESIDENTIAL TO THE ZONING DESIGNATION OF CBD, CENTRAL BUSINESS DISTRICT.

Kim Johnson, Community Development Director, presented the agenda item.

There was discussion.

Motion made by Vice Mayor Kocjan to pass Ordinance 627-15 to its second reading. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to a request to have the Arizona State Legislature and Governor discontinue diversion of Highway User Revenue Funds (HURF) - Resolution 1151-15

The League of Cities and Towns has requested that the cities and towns in Arizona pass a resolution supporting the restoration of HURF allocations to all cities and towns and the State Highway Fund.

Motion made by Mayor Diak to introduce Resolution 1151-15 by title only. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Resolution 1151-15 by title only.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, FOR THE RESTORATION OF HIGHWAY USER REVENUE FUNDS (HURF).

Motion made by Vice Mayor Kocjan to adopt Resolution 1151-15. 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

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

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

Councilor Bryan, Community Development Advisory Board, stated that the Board has been working on the following: A one-year and five-year marketing plan, priorities to

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create an action plan, and a Special Event Application. The Tourism Statistics Report was reviewed, and in a 2014/2015 comparison of Lodging Tax, September was up 26.3% and July was up 41.4%, the largest one month gain in the current fiscal year.

Discussion and possible action by the City Council pertaining to the appointments to the Planning & Zoning Commission

There are two vacancies on the Planning and Zoning Commission. Applications have been received from John R. Mayes, Steve Blevins, Shelley Johnstone, and Lyle Dimbatt.

Motion made by Councilor Sadler to appoint Shelley Johnstone to the Planning and Zoning Commission with a term ending June 2018. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Warner to appoint John Mayes to the Planning and Zoning Commission with a term ending June 2018. The motion was duly seconded and passed upon a vote.

BUSINESS FROM THE CITY ATTORNEY

EXECUTIVE SESSION

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

Page City Attorney, Joseph D. Estes

Motion made by Councilor Sadler to enter into Executive Session. The motion was duly seconded and passed upon a vote

BUSINESS FROM THE COUNCIL

EXECUTIVE SESSION

Pursuant to ARS § 38-431.03 (A) (3) the City Council may go into executive session with the City Attorney for legal advice regarding proposed amendment to the Page Zoning Code, Section 7.5 – Lighting

Motion made by Councilor Kocjan to enter into Executive Session. The motion was duly seconded and passed upon a vote with Mayor Diak, Vice Mayor Kocjan, Councilors Sadler, Bryan, and Warner voting in favor and Councilor Tappan voting against.

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City Council entered Executive Session on both Executive Sessions at 7:51 p.m.
Mayor Diak reconvened the Regular City Council Meeting at 8:13 p.m.

Discussion and possible action by the City Council pertaining to proposed amendment to the Page Zoning Code, Section 7.5 - Lighting

The consensus of the City Council was to direct staff to present the item to the Planning and Zoning Commission, for them to go through the Public Hearing process, and to bring it back to City Council.

DEPARTMENTS

None scheduled

CLAIMS

None scheduled

ADJOURN

The meeting was adjourned at 8:14 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

Projected RF exposure levels from a 6 GHz microwave transmitter coupled with a 3 foot dish antenna

Some items to consider:

- RF Exposure limits are determined by the FCC in OET Bulletin 65, entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields". OET Bulletin 65 can be found at <http://bit.ly/1O92Uyr>.
- South Central Communications' proposal involves mounting multiple antennas to the roof of the Page City Library. These antennas belong to a class called aperture antennas, although they are commonly referred to as dishes. The calculations described herein come from OET Bulletin 65, pages 26-30, which pertain to aperture antennas.
- The calculations below refer specifically to the 3-foot antenna and radio we plan to use on the library, as this will be, by far, the most powerful transmitter at the site.
- RF Exposure limits for microwave frequencies are determined by a number known as "power density". Power density is measured in milliwatts per cm².
- On page 67, OET Bulletin 65 defines the maximum permissible exposure (MPE) to a human being as a power density of 5 milliwatts per cm² for occupational exposure or 1 mw/cm² for general population exposure.

Accurately determining power density requires the identification of three distinct regions called the "Near Field Region", "Transitional Region", and "Far Field Region". These are expressed as physical distances from the antenna within its main lobe, where virtually all of the RF energy is located. The formulas specified by OET Bulletin 65 to derive the RF exposure levels differ between each of these regions. These three regions are defined as follows:

- **Near Field Region:** This is the region nearest the antenna. This region is calculated using the following formula:

$$R_{nf} = \frac{D^2}{4\lambda}$$

where: R_{nf} = extent of near-field
 D = maximum dimension of antenna (diameter if circular)
 λ = wavelength

In our case, we have a 3 foot diameter antenna. This must be converted to centimeters because RF exposure limits are in milliwatts per cm². 3 feet is approximately 91 cm. The wavelength of a 6 GHz microwave signal is 5 cm. By plugging these values into the formula above, we find that the near field region is between 0 and 414 cm (13.5 feet) from the face of the antenna.

The power density within this region is determined using the following formula:

$$S_{nf} = \frac{16\eta P}{\pi D^2}$$

where: S_{nf} = maximum near-field power density
 η = aperture efficiency, typically 0.5-0.75
 P = power fed to the antenna
 D = antenna diameter

The aperture of our 3 foot antenna is .6, and our transmit power fed to the antenna is 800 milliwatts. Plugging in these values tells us that the maximum near-field power density is .295 mw/cm². Remember that this is for the near field, which extends from the antenna to 13.5 feet directly in front of it.

With the MPE to the general public being 1 mw/cm², you can see that .295 is well below the MPE.

- **Transition Region:** This region begins at the end of the near field region, and extends out to the beginning of the far field region. Since we know where the transitional region starts (in our case, at 13.5 feet), we simply need to find where it ends using the formula:

$$R_{ff} = \frac{0.6 D^2}{\lambda}$$

where: R_{ff} = distance to beginning of far-field
 D = antenna diameter
 λ = wavelength

By plugging in the diameter and wavelength numbers (given previously), we find that the transitional field ends at 994 cm, or 32.6 feet from the front of the antenna.

Power density within this region is calculated as follows:

$$S_t = \frac{S_{nf} R_{nf}}{R}$$

where: S_t = power density in the transition region
 S_{nf} = maximum power density for near-field calculated above
 R_{nf} = extent of near-field calculated above
 R = distance to point of interest

So, by plugging in our near field maximum power density as well as our near field distance, along with varying values for distance from the front of the antenna, we get the following power density values:

- 427 cm (14 ft): .286
- 610 cm (20 ft): .200

- 762 cm (25 ft): .160
- 914 cm (30 ft): .134
- 994 cm (32 ft): .123

Once again, all values are well below the MPE of 1 mw/cm², and as we can see, the values are decreasing as distance from the antenna increases.

- **Far Field Region:** This region begins at the end of the transitional region, in our case, at 32.6 feet. Power density in this region is determined by the following equation:

$$S_{eff} = \frac{PG}{4\pi R^2}$$

where: S_{eff} = power density (on axis)
 P = power fed to the antenna
 G = power gain of the antenna in the direction of interest relative to an isotropic radiator
 R = distance to the point of interest

This formula requires the transmit power of our radio, which is 800 milliwatts, as well as the gain of our 3 foot antenna. Gain is usually measured in dBm, which is a logarithmic term. The formulas in OET Bulletin 65 require numeric, instead of logarithmic gain. In our case, we have a 33 dBm antenna, which translates to 1995 in numeric gain. By plugging in varying distance values, we get the following:

- 1006 cm (33 ft): .126
- 1524 cm (50 ft): .055
- 2286 cm (75 ft): .024
- 2896 cm (95 ft): .015

Again, the pattern of power density decreasing continues as distance from the antenna increases.

As you can see the power densities emanating from the antenna are all well below the FCC's established maximum permissible exposure levels. Keep in mind that these values are based on the assumption that the subject is standing directly in front of the transmitting antenna. Exposure outside the primary lobe of the antenna will be significantly less than even the values presented above. Additionally, microwave signals at the frequencies we are using attenuate significantly when penetrating obstacles. In the case of the library, the roof itself will either reflect or attenuate virtually all the microwave energy that comes into contact with it. For all practical purposes, there will be virtually no RF radiation entering the building itself.

Table 1. LIMITS FOR MAXIMUM PERMISSIBLE EXPOSURE (MPE)

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz

*Plane-wave equivalent power density

NOTE 1: *Occupational/controlled* limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

NOTE 2: *General population/uncontrolled* exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure.

Rec'd 12-16-15 @ 7:20

I would like to enter my objection to the lease agreement with South Central Communications at 479 S. Lake Powell Blvd, Page AZ 86040.

It is not in the best interest of the city. The danger from a large array of RF antennas and a dangerous microwave dish that emits radiation does not belong on our public library. This kind of infrastructure belongs in the established communication areas in the city. There is no value in allowing South Central Communications to move forward with this, and it is not consistent with the Page City general plan. It essentially takes what is now a beautiful building and turns it in to an eyesore. Not something we wish to have in a town that relies on tourism. Also the chance of causing damage to the building due to the wind load with the antenna array is very possible.

Steve Blevins,
Page City Resident

A handwritten signature in cursive script that reads "Steve Blevins". The signature is written in black ink and is positioned below the typed name and title.

- G. The sales office/model home shall be permitted for no longer than 2 years without the approval of a Conditional Use Permit.

5.9 WIRELESS TELECOMMUNICATION FACILITIES

5.9.1 Purpose

To provide a uniform and comprehensive set of standards for the placement, construction and modification of wireless communication facilities (WCF). To protect and promote public health, safety, general welfare and the visual quality of the City of Page while at the same time not unduly restricting the development of needed communication facilities and important amateur radio installations and encouraging managed development of communication infrastructure. It is also the stated intent of this section to provide a public forum to insure a balance between public concerns and private interest in establishing communication and related facilities. The regulations in this section are established to:

- A. Provide guidelines for siting and design of wireless communication facilities;
- B. Minimize adverse visual impacts of towers and wireless communication facilities through careful design, siting, landscaping and camouflaging techniques;
- C. Enhance the ability to provide wireless services to City residents, businesses and visitors;
- D. Simplify and shorten the process for obtaining necessary permits, while protecting the interests of City residents;
- E. Promote and encourage co-location of towers and attached wireless communication facilities as a primary option;
- F. Ensure that wireless communication facilities are compatible with adjacent land uses;
- G. Avoid potential damage to property caused by towers and communications facilities by ensuring that structures are correctly designed and are removed when no longer used or are structurally unsafe.

5.9.2 Amendments

For the purpose of protecting the public health safety and general welfare, the Planning and Zoning Commission may from time to time propose amendments to these regulation which shall be approved or disapproved by the City Council at a public meeting following public notice. Realizing that

communication technologies are evolving and changing quickly, future innovations may reduce the impacts of individual facilities and render portions of these regulations obsolete. Therefore, periodic review and revision of these regulations will be necessary.

5.9.3 Applicability

A commercial wireless communication facility shall be a permitted use in every zoning district except residential districts and planned development districts. No person shall build, construct or erect a wireless communication facility upon any parcel of land in a residential or planned development district until a review process has determined the site is properly camouflaged and integrated with and/or screened by a non-antenna support structure (street light, utility pole, building feature, landscape feature, etc.)

All antenna support structures and wireless communication facilities, any portion of which are located within the City of Page, are subject to this section. Except as provided in this section, any use being made of an existing antenna support structure or attached wireless communication facility shall be deemed a nonconforming structure and allowed to continue, even if in conflict with the terms of this section.

5.9.4 Conditional Use Permit Required

No person shall build, construct or erect a wireless communications facility upon any parcel of land in any zoning district without obtaining a Conditional Use Permit. The Zoning Administrator, by administrative review, may approve (without obtaining a conditional use permit) the proposed construction or development of a camouflaged facility or a co-located facility provided that a building permit is obtained and the proposal meets the minimum requirements of this ordinance.

5.9.5 Exceptions

- A. The provisions of this section do not apply to radio or television reception antennas, receive only antennas, citizen band antennas, marine band antennas and satellite or microwave parabolic antennas (Residential - One (1) meter or less in diameter)(Industrial / Commercial - two (2) meters or less in diameter) not used by commercial carriers. The height of the antenna shall not exceed the roof line of the primary structure on the parcel and shall be placed on the rear or side of the parcel;
- B. The provisions of this section do not apply to FCC licensed Amateur Stations as part of the Amateur Service with a single antenna support structure. Amateurs station antennas shall not be subject to the requirements of this section except as follows.

**BOARD OF ADJUSTMENT
MEETING MINUTES
OCTOBER 26, 2015**

A Meeting of the Page Board of Adjustment was held at 5:00 p.m. on October 26, 2015, in the Council Chambers at City Hall in Page, Arizona. Chair Bill Justice presided. Monica Dimbatt, and John Mayes were present.

Chair Bill Justice called the meeting to order at 5:11 p.m.

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

COMMUNICATIONS

None

HEAR FROM THE CITIZENS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Discussion and action regarding a Variance (15-10.1) Wingate by Wyndham, 671 Scenic View Road (80115004B). Request to Reduce Hotel Parking Requirement.

Steve Beasley, CRSA Architecture St. George, Utah, stated the request for the variance is due to topography of the lot, past parking requirements that were permitted and excessive parking requirements.

Motion made by Chair Bill Justice to approve the Variance (15-10.1) Wingate by Wyndham, 671 Scenic View Road for the parking requested as shown on the submitted site plan which is a reduction of 34 standard parking stalls to have 83 standard stalls and 34 RV/Boat stalls for a total of 117 combined parking stalls.

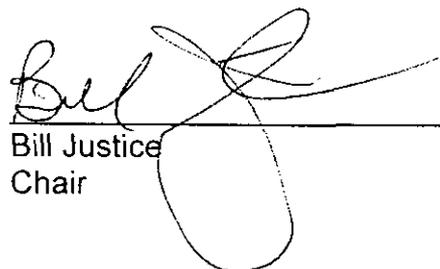
Based on review of the City of Page Zoning Ordinances to comparable cities parking ordinance requirements, study of current hotels parking and observed similar existing uses based on the review criteria of submitted memorandum and a recommendation to the Planning and Zoning Commission to update the current parking standards in the Planning and Zoning Ordinance. The motion was duly seconded by John Mayes and passed upon a vote.

ADJOURN

Motion made by John Mayes to adjourn the meeting at 5:20 p.m. The motion was duly seconded by Monica Dimbatt and passed upon a vote.



Robin Crowther
Planning and Zoning Director



Bill Justice
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
MONDAY, OCTOBER 5, 2015**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:30 p.m. on October 5, 2015, in the Council Chambers at City Hall in Page, Arizona. Chair Susan Pilkington and New Chair Brian Carey presided.

1. CALL TO ORDER

Chair Susan Pilkington called the meeting to order at 5:30 p.m.

2. ROLL CALL

Chair Susan Pilkington, Brian Carey, Aimee D'Avignon, Angie Crim, Mike Woods and Steven Mongrain were present. Mandi Lotze was excused. City Council Liaison, Dugan Warner was present.

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

3. ELECT CHAIR

Motion made by Susan Pilkington to nominate Brian Carey as Chair. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.

4. MINUTES

Regular Parks and Recreation Meeting-August 31, 2015

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

5. HEAR FROM THE CITIZENS

None

6. UNFINISHED BUSINESS

(A) Discussion and possible action-Park Master Planning

Kim Johnson will provide the board with current General Plan information on Goal Objective updates from 1995.

Steve Mongrain asked if we need a consultant for the Park Planning. Kim Johnson said yes as the consultant would identify types of parks and the areas they serve based on population. Susan Pilkington asked how long it would take to put out RFP's? Kim Johnson said she would hopefully have a draft by the next meeting. Dugan Warner said this board needs to give input and comments on priorities to Kim Johnson for the RFP's. Kim Johnson requested the input within the next 2 weeks. Kim Johnson said it would take a year to get done. Angie Crim asked if the funds in the budget this year would roll over to next year, but they do not. Mike Woods asked if Kim Johnson could send out more sample proposals. Kim Johnson will also send the board the minutes from the second meeting.

Parks and Recreation Regular Meeting-October 5, 2015

(B) Discussion and possible action-Rim Trail Subcommittee Recommendations

Chair Brian Carey handed out the Rim View Trail Sign proposal that was approved by the Rim View Trail subcommittee.

Steve Mongrain asked if there had been discussion about trail maintenance. Brian Carey said yes but this proposal for now is just to get the signs going for the trail.

Motion made by Angie Crim to approve the Rim View sign proposal. The motion was duly seconded by Aimee D'Avignon and passed upon a unanimous vote.

(C) Presentation and Discussion of SOPARC Assessment Results-John C. Page Memorial Park

Aimee D'Avignon presented her SOPARC assessment results that were done over the course of various days of the week, four different times of day for an hour. The assessment divided the park into four different areas observing each area and the activity in it by different age groups. The busiest times were lunch, evenings and weekends with picnic tables being popular spots.

7. NEW BUSINESS

(A) Discuss Golf Course Meeting, Maintenance Improvements, Future Management Presentation.

Steve Mongrain said the superintendent was called out at the meeting about the golf course needing more water. City Councilor, Mike Bryan stated how bad different areas of the golf course look including the entrance. He said people need to voice their concerns to Aramark and City Council. NGS is considering not hosting at LPGC again unless conditions improve.

ADJOURN

Motion made by Aimee D'Avignon to adjourn the meeting at 6:43 p.m. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.



Kim Johnson
Community Development Director



Brian Carey
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD
SPECIAL MEETING MINUTES
TUESDAY, OCTOBER 27, 2015**

A Special Meeting of the Page Parks and Recreation Advisory Board was held at 4:30 p.m. on October 27, 2015, 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 4:30 p.m.

2. ROLL CALL

Susan Pilkington, Brian Carey, Aimee D'Avignon, Angie Crim, Mike Woods and Steven Mongrain were present. Mandi Lotze was absent. City Council Liaison, Dugan Warner was present.

Aimee D'Avignon stated that she would be leaving the board as she is moving.

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

3. MINUTES

None

4. HEAR FROM THE CITIZENS

None

5. UNFINISHED BUSINESS

A. Discussion and possible action-Park Master Plan Request for Proposals

Kim Johnson summarized the Request for Proposals that she submitted for the boards review and comments. Kim Johnson handed out a map of different open space designations that could possibly be considered as parks. Dugan asked about the corrals and a possible equestrian park with improvements being part of the plan.

Dugan Warner, Brian Carey, and Steve Mongrain asked about the time frame of 20 years for the master park plan and if that was too long. Kim Johnson stated that the plan is typically for 20 years, but may need updating in 10-15 years depending on growth.

Dugan Warner inquired about the number of department and city reviews, Brian Carey agreed there were too many. Dugan stated that too many meetings with a possible non local entity would be expensive.

Steve Mongrain asked if the board needed to identify all specific features to include in the parks. Kim Johnson said that is not necessary.

Parks and Recreation Regular Meeting-October 27, 2015

Dugan Warner stated that the Request for Proposals was too redundant, confusing and that it needs to be simplified. He doesn't want the budget spent entirely on a study but also results. He also asked about why there are two phases. Kim Johnson stated that phase II is to come back with design scenarios.

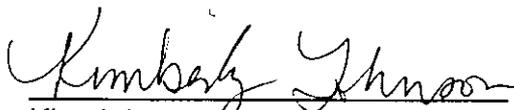
The discussion of the Park Master Plan Request for Proposals will be continued at the next Regular Parks and Recreation Board meeting on Monday, November 2, 2015.

B. NEW BUSINESS

None

ADJOURN

Motion made by Aimee D'Avignon to adjourn the meeting at 5:35 p.m. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.



Kim Johnson
Community Development Director



Brian Carey
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 2, 2015**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:00 p.m. on November 2, 2015, 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 5:30 p.m.

2. ROLL CALL

Susan Pilkington, Brian Carey, Angie Crim, and Mike Woods were present. Mandi Lotze, Aimee D'Avignon, and Steven Mongrain were absent. City Council Liaison, Dugan Warner was present.

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

3. MINUTES

None

4. HEAR FROM THE CITIZENS

None

5. UNFINISHED BUSINESS

A. Discussion/Possible Action-Park Master Plan Request for Proposals

Brian Carey drew an outline of RFP. He said we need to effectively and efficiently use public outreach, boards and timeline. Dugan asked if John C. Powell Memorial Park can be incorporated into Phase I of Master Plan.

The consensus is that the RFP phase I of the Master Plan should include John C. Powell memorial park and contain specific inventory and site assessment.

Motion made by Angie Crim to rework RFP with input from the meeting and put the RFP out. The motion was duly seconded by Susan Pilkington and passed upon a unanimous vote.

6. NEW BUSINESS

A. Discussion of Letter Related to Skate Park

Abbey and Abraham Delore requested that the concrete and ramps at the skate park be fixed to avoid injuries.

Brian Carey stated that we don't want to spend a lot of money until the master park plan is complete. Angie Crim asked if City maintenance workers could at least fill the holes as part of routine maintenance. Kim Johnson said she isn't sure how much money the

Parks and Recreation Regular Meeting-November 2, 2015

Public Works department has budgeted for maintenance on the skate park. Dugan Warner stated that after the tour of City Parks, that the City Manager got Public Works to start repairing some ramps. Angie Crim stated replacing boards on the ramps and filling holes would be good. Susan Pilkington agreed that a quick fix plus continued maintenance would be good until the master plan is complete.

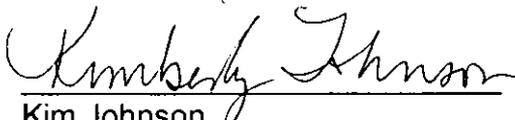
Abbey Delore asked if the school could help in repairs.

Dugan Warner stated that it also might be an opportunity for an Eagle Scout project.

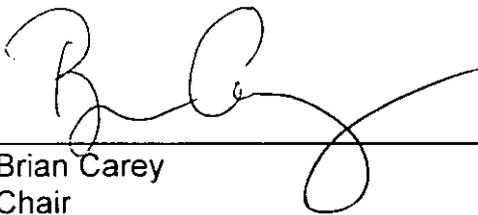
Dugan Warner said he can report this to City Council in his liason report.

ADJOURN

Motion made by Mike Woods to adjourn the meeting at 6:18 p.m. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.



Kim Johnson
Community Development Director



Brian Carey
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
THURSDAY, DECEMBER 10, 2015**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 4:30 p.m. on December 10, 2015 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 4:30 p.m.

2. ROLL CALL

Chair Brian Carey, Susan Pilkington, Mike Woods, Steven Mongrain were present. City Council Liason Dugan Warner was excused.

3. 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.

4. MINUTES

October 5, 2015 Regular Meeting

Motion made by Mike Woods to approve the minutes. The motion was duly seconded by Steven Mongrain and passed upon a unanimous vote.

October 27, 2015 Special Meeting

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

November 2, 2015 Regular Meeting

Motion made by Steven Mongrain to approve the minutes. The motion was duly seconded by Mike Woods and passed upon a unanimous vote.

5. REPORTS/PRESENTATIONS

None

6. UNFINISHED BUSINESS

(A) Discussion/Possible Action –Park Master Plan Proposals

Kim Johnson summarized the budgets that were proposed. She is working on an evaluation form to determine how to review and score. Everyone will take home and evaluate.

Brian Carey asked about the date are we targeting to be done. Kim Johnson said the sooner the better. Steven Mongrain suggested a sub-committee. The proposals will be taken home tonight with comments submitted to Kim Johnson by Thursday, December 17, 2015 emailed separately.

7. NEW BUSINESS

(A) Discussion/Possible Action Rim Trail Sub-committee Update and Recommendations

Kim Johnson suggested talking about logo colors. The consensus is orange swirl with teal letters and Steven Mongrain suggested the square for logo be a white background: - -

Kim Johnson has received no feedback from park service. Kim Johnson presented a map of rim trail for the sign to submit to Park Service. The time frame could be 3 months. Park Service is making the signs at no charge but the City installs them.

(B) Discussion/Possible Action-Public Restroom Facilities at Various City Parks.

Brian Carey asked for this to be on the agenda to start the discussion about the closed public restroom facilities and wonders if we have to wait for the park plan. Kim Johnson said no one really has answers to why the restrooms are closed except possibly safety issues. Cliff Linker said different ones were closed at different times because no one had time to take care of them and people would go in and destroy them. Someone needs to be in charge of opening, closing and maintaining them. Susan Pilkington asked if using Helping Hands would be an option to be contracted to maintain the restrooms.

Larry Clark said the PD and FD would get several calls a night when the restrooms used to be open as street people would live in them. Brian Carey stated that Golliard Park is off the beaten path for people to try to live in them if they were to be opened before the park plan. Steven Mongrain stated that it boils down to security and hopefully the park planners will have solutions to the problems.

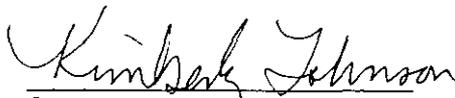
Motion made by Susan Pilkington to have staff ^{assess} ~~access~~ the possibilities and requirements in an effort to reopen the Sports Complex and Golliard park restrooms at the Park and Recreation Boards recommendation. The Motion was duly seconded by Mike Woods and passed upon a unanimous vote.

(C) Next/Future Meeting Date's

January 4, 2016 @ 5:30 p.m.

ADJOURN

Motion made by Steven Mongrain to adjourn the meeting at 5:22 p.m. The motion was duly seconded by Mike Woods and passed upon a unanimous vote.


Community Development Director


Vice Chair
Angie Crim

Chair Brian Carey


**PAGE UTILITY ENTERPRISES
REGULAR BOARD MEETING
November 10, 2015**

- CALL TO ORDER:** The regular meeting of the Page Utility Board was called to order at 5:30 p.m. by Chairman Rick Yanke. The meeting was held in the Utility Conference Room, 640 Haul Road, Page, Arizona.
- ROLL CALL:** Board members present: Chairman Yanke, Tony Ferrando, Jeff Jones, Shayne Jones, Ken Sichi and Council Liaison/Vice Mayor John Kocjan.
- Staff present: General Manager, Bryan Hill; Finance Director, Catherine Foley; and Executive Secretary, Donna Roberts.
- MOMENT OF SILENCE:** The Board observed a moment of silence.
- APPROVAL OF MINUTES:** The October 13, 2015 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by S. Jones.
- HEAR FROM THE CITIZENS:** Jon Jones from Canyon Country Communications offered to be of assistance to the Utility with regard to the fiber project.
- UNFINISHED BUSINESS:** Discussion/Possible Action – Water & Wastewater Rates: Bryan placed this item on the agenda for discussion and direction. All information has been provided to Council; any further action must be made by Council regarding changes to water and wastewater rates. He added if there were to be any proposed changes during the annual rate hearing, the Ordinance has a lengthy process of public notifications which must be followed.
- Vice Mayor Kocjan indicated that Council may possibly deal with this in January. Chairman Yanke commented that something needs to be done because we cannot keep putting Band-Aids on the problems. He asked Donna to check on the rate hearing procedures and get back to him.
- At this time, Chairman Yanke rearranged the agenda to discuss New Business next and move the General Manager's review to the end.
- NEW BUSINESS:** Discussion – Plant Projects: Bryan explained that Council had conducted a workshop in early October, at which concern was expressed at the lack of a master plan for infrastructure upgrades. They mentioned both the City of Page and the Utilities. Bryan confirmed that the Electric Utility has had a plan in place for ten years for all underground cable replacement. The Water Utility is in the middle of a four year plan for waterline replacement which should be completed in the next budget year. Capital projects in the Water Plant extend out to 2024. When the waterline replacement is completed the next project planned is updating and upgrading the electrical switchgear at the pump plant at the Dam. Pond 1 rebuild is estimated to be a \$1.3 million project and Pond 7 needs a new liner. Work also needs to be done to increase treated water storage and capacity.

Bryan reviewed the current project list for both the Water Plant and the Wastewater Plant and explained that there were both capital and maintenance projects on the list. He added that staff is starting to implement a weekly work order system. He explained that there were significant needs in the Wastewater Plant but there was little money available for capital improvements.

REPORTS:

General Manager's Reports: Bryan reviewed the October reports.

Financial Report: Catherine presented the August financials. She added all funds have met budget.

Committee Reports: None.

Chairman's Report: None.

Motion by Ferrando, seconded by Sichi, to recess into executive session at 6:18 p.m.

The motion carried unanimously. Staff and audience were excused.

EXECUTIVE SESSION:

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

Reconvene:

Chairman Yanke reconvened the meeting at 7:31 p.m. Staff rejoined the meeting.

**Unfinished Business
Cont'd:**

Discussion/Possible Action – General Manager's Review: Motion by Chairman Yanke, seconded by S. Jones, to recommend Council approval of a one year contract extension to November 30, 2017 for Bryan Hill.

The motion carried unanimously.

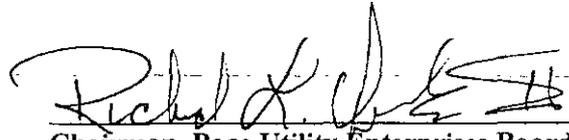
ANOUNCEMENTS:

None.

ADJOURNMENT:

With no further business, Chairman Yanke adjourned the meeting at 7:35 p.m.

APPROVED: _____


Chairman, Page Utility Enterprises Board

**COMMUNITY DEVELOPMENT ADVISORY BOARD
MEETING MINUTES
NOVEMBER 17, 2015**

The regular meeting of the Page Community Development Advisory Board was held at 1:00 p.m. on November 17, 2015, in the Council Chambers at the City Hall in Page, Arizona. Chair Ryan Zimmer presided. Vice Chair Lee Ann Warner, Members Dennis Hinchey (via phone), Richard Buck and Korey Seyler were present. Members Bubba Ketchersid and Gay Ann Ward were absent. Community Director Kimberly Johnson and Tourism Director Lee McMichael were present and City Council liaison Mike Bryan was absent.

Chair Zimmer called the meeting to order.

HEAR FROM THE CITIZENS

No citizens addressed the Board.

MINUTES

Regular Community Development Advisory Board Meeting – October 27, 2015

Motion made by Member Seyler to approve and duly seconded by Chair Zimmer and unanimously passed upon a vote.

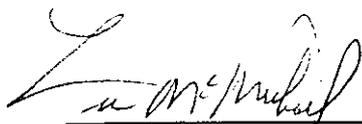
NEW BUSINESS

Discussion and possible action concerning the Parks100 Campaign

Director McMichael presented a partnership opportunity with Cedar City, UT tourism highlighting the National Park Service's Centennial in 2016. This investment would have the National Monuments, National Parks and Recreation Areas in the area shown on a brochure and featured on a website and social media, with opportunities to add to the social media throughout 2016. Motion was made by Chair Zimmer to approve the request for allocate \$1000 to partner in this project. The motion was seconded by Member Seyler and it was unanimously passed upon a vote.

ADJOURN

The meeting was adjourned at 1:15p.m.



Lee McMichael
Tourism Director



Ryan Zimmer
Chairman

**PAGE PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
DECEMBER 1, 2015**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on December 1, 2015, in the Council Chambers at City Hall in Page, Arizona.

1. CALL TO ORDER

Chair Leroy Wicklund called the meeting to order at 5:30 p.m.

2. ROLL CALL

Chair Leroy Wicklund presided. Commissioners R. B. Ward, Rob Peterson, and Bubba Ketchersid were present. Vice Chair Bill Justice was excused. City Council Liaison, Scott Sadler was present.

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

3. PRIORITY LIST

4. MINUTES

Planning and Zoning Commission Regular Meeting-October 6, 2015

Motion made by Commissioner Rob Peterson to approve the minutes. The motion was duly seconded by Commissioner R.B. Ward and passed upon a unanimous vote.

5. COMMUNICATIONS

None

6. HEAR FROM THE CITIZENS

None

7. PUBLIC HEARING

(A) Public Hearing regarding a rezone (ZON 15-10.11) Page Eye Center (Stonefeather Enterprises LLC).

Motion made by Commissioner Bubba Ketchersid to open the Public Hearing. The motion was duly seconded by Commissioner R.B. Ward and passed upon a unanimous vote.

There were no public comments.

Motion made by Commissioner Bubba Ketchersid to close the Public Hearing. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

Planning and Zoning Regular Meeting-December 1, 2015

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

- A. Discussion and possible action regarding a rezone (ZON 15-10.11) Page Eye Center (Stonefeather Enterprises LLC).

Commissioner Bubba Ketchersid asked if we had input from anyone who received letters of the rezone. Planning and Zoning Director Robin Crowther stated that one citizen had come in and inquired but did not have any issues with the rezone.

Motion made by Commissioner R.B. Ward to recommend the rezone ZON 15-10.11. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a unanimous vote.

- B. Discussion and possible action regarding a renewal Vacation Home Rental Conditional Use Permit (CUP 14-5.14) Vin Paitoon.

Motion made by Commissioner Bubba Ketchersid to approve renewal of CUP 14-5.14. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

- C. Discussion and possible action regarding a renewal Vacation Home Rental Conditional Use Permit (CUP 14-8.25) House of Blue, Twist Thompson.

Motion made by Commissioner R.B. Ward to approve renewal of CUP 14-8.25. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

- D. Discussion and possible action regarding a renewal Vacation Home Rental Conditional Use Permit (CUP 14-8.28) Scott Golba.

Motion made by Commissioner Rob Peterson to approve renewal of CUP 14-8.28. The motion was duly seconded by Commissioner R.B. Ward and passed upon a unanimous vote.

- E. Discussion and possible action regarding a Vacation Home Rental Conditional Use Permit (CUP 15-11.2) Hahn Family Trust.

Motion made by Commissioner Rob Peterson to approve CUP 15-11.2. The motion was duly seconded by Commissioner R.B. Ward and passed upon a unanimous vote.

- F. Discussion and possible action regarding an Outdoor Vending Conditional

Planning and Zoning Regular Meeting-December 1, 2015

Use Permit (CUP 15-11.16) Banner Page Hospital.

City Council liaison Scott Sadler left the dais.

Susan Eubanks 603 Pinto, answered questions as to how many days a week would the mobile unit be at Walmart (1-2 days per week) and is it open when parked at the hospital (yes on Sundays).

Motion made by Commissioner R.B. Ward to approve CUP 15-11.16. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

City Council liaison Scott Sadler returned to the dais.

G. Discussion and possible action regarding Zoning Ordinance update.

Community Development Director Kim Johnson talked about moving forward with an RFP and that due to Planning and Zoning Commission quorum issues the request to put out an RFP had already gone to the City Council.

It is the consensus of the Planning and Zoning Commissioner that staff should move forward with the RFP for the Zoning Ordinance update.

H. Discussion regarding Hotel Parking Requirements.

Planning and Zoning Director Robin Crowther stated how the City of Page's hotel parking requirements are excessive. Community Development Director Kim Johnson stated that there are hotels that are creating their site plans and have to file for variances due to the excessive requirements.

There was discussion about single stalls and oversized stalls for boat and bus parking.

The Board of Adjustment recommended that the Planning and Zoning Commission take action to change the hotel parking requirements in the P&Z Ordinance. Staff will do research of comparable cities motel parking.

I. Discussion regarding Vacation Home Rental on-site parking.

Planning and Zoning Director Robin Crowther explained that the "required" parking is what is relevant to VHR parking and in the table required parking is 2 stalls on concrete or pavement. The code presently does not address parking in excess of this. Community Development Director Kim Johnson state that all parking at residential homes was recently discussed at a City Council meeting.

Planning and Zoning Regular Meeting-December 1, 2015

J. Discussion regarding Lighting.

Commissioner Rob Peterson stated that not all LED technology should be approved.

Community Development Director Kim Johnson stated that City Council had given her direction on the lighting ordinance and she will move forward with the Public Hearing based on that.

10. ADJOURN

Motion made by Commissioner Bubba Ketchersid to adjourn the meeting at 6:42 p.m. The motion was duly seconded by Commissioner R.B. Ward and passed upon a unanimous vote.



Robin Crowther
Planning and Zoning Director



Leroy Wicklund
Chair

Send Save as Draft Attach Files Link From Flags Close

From cityclerk@cityofpage.org Default Signature

To <lona@mail.cityofpage.org>

Cc

Bcc

Subject re: fw: Airport Board

More...

From: "James Hunt" <jhunt@amanresorts.com>
Sent: Monday, December 14, 2015 4:48 PM
To: lona@mail.cityofpage.org
Subject: Airport Board

Lona,

I am sorry to say that I won't be able to attend tonight due to last minute business requirements at Amangiri.

It appears that it's becoming harder and harder for me to attend these meetings and balance work. I don't believe this is fair to the rest of the board or city council. With this in mind, I feel its best that I tender my resignation for the airport board, effective today.

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CITY OF PAGE
MONTHLY CASH ALLOCATION COMPARISON

		Oct-15	Nov-15
01-1110200	LGIP - GENERAL SAVINGS ACCT	5,312,634.80	3,643,600.83
01-1110300	CASH A/P CHECKING (COMBINED)	3,372,841.73	3,480,122.96
01-1110400	CASH P/R CHECKING (COMBINED)	47,188.47	47,443.48
01-1110600	U.S. BANK INVESTMENT ACCT	3,476,966.57	5,976,336.02
01-1170000	ACCTS RECV CASH CLEARING ACCT	0.00	0.00
01-1175000	UTILITY CASH CLEARING ACCT	0.00	0.00
15-1120300	LGIP - HURF SAVINGS ACCT	1,485,666.89	1,504,138.11
20-1520600	LGIP - SERIES 2011 BOND RESRV	2,418,907.70	2,419,153.05
32-1120400	JCEF SAVINGS ACCOUNT	59,582.26	57,208.19
72-1120700	FIRE PENSION SAVINGS	25,436.84	22,534.64
72-1121100	FIRE PENSION-INVESTMENT ACCT	455,220.71	456,241.75
		16,654,445.97	17,606,779.03

FUND		Oct-15	Nov-15
10	ALLOCATION TO GENERAL FUND	9,044,924.31	9,912,597.30
15	ALLOCATION TO HIGHWAY USER FUND	1,438,127.37	1,489,896.52
16	ALLOCATION TO SUBSTANCE ABUSE FUND	24,526.89	21,991.22
20	ALLOCATION TO DEBT SERVICE FUND	3,035,260.35	3,138,572.91
25	ALLOCATION TO MISCELLANEOUS GRANTS	42,625.22	45,093.30
30	ALLOCATION TO LIBRARY MISCELLANEOUS GRANTS	0.00	0.00
32	ALLOCATION TO JCEF FUND	59,836.94	57,026.10
36	ALLOCATION TO DONATION FUND	61,310.66	61,112.05
40	ALLOCATION TO CAPITAL PROJECTS FUND	696,527.82	693,007.91
41	ALLOCATION TO BALLOON REGATTA FUND	0.00	0.00
42	ALLOCATION TO TOURISM & PROMOTION FUND	523,122.28	447,646.76
46	ALLOCATION TO AIRPORT FUND	969,163.09	984,469.37
47	ALLOCATION TO AIRPORT EVENTS FUND	0.00	0.00
48	ALLOCATION TO LAND FUND	0.00	0.00
50	ALLOCATION TO PAGE UTILITY ENTERPRISES	-2,121.30	-1,990.11
51	ALLOCATION TO WATER FUND	-696.35	-878.41
52	ALLOCATION TO SEWER FUND	-859.78	-870.80
57	ALLOCATION TO CEMETERY FUND	287,408.84	281,763.71
72	ALLOCATION TO FIRE PENSION FUND	475,289.63	477,341.20
		16,654,445.97	17,606,779.03



Request for City Council Action

Title:	Public Hearing for Cancer Outreach, Inc. - Bingo License		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk's Office	Supporting Documents:	Bingo License Application
Prepared By:	Kim L. Larson, City Clerk	Presented By:	Mayor Diak
Reviewed By:	Joe Estes, City Attorney	Approved By:	
Proposed Action:	Motion to open the Public Hearing / Motion to close the Public Hearing		

BACKGROUND:

The City Clerk's Office received an Arizona Department of Revenue - Bingo License Application for Cancer Outreach, Inc. In accordance with A.R.S. Title 5, Chapter 4 this public hearing has been scheduled to hear comments in favor or opposing the issuance of a Bingo License.

Action on this item will be taken under the New Business portion of the agenda.

ATTACHMENT:

Application for a Bingo License from Cancer Outreach, Inc.

FISCAL IMPACT:

None

SUGGESTED MOTION(S):

I move to open the Public Hearing.

I move to close the Public Hearing.



Cancer Outreach Inc.
P.O. Box 7205
Page, AZ 86040-7205
928-645-4070
EIN 46-1573544

NEIGHBORS HELPING NEIGHBORS

Honorable Mayor and City Council:

Cancer Outreach is an all volunteer organization that does not receive grants for our patients. Our funds are all raised by us through our thrift store and fund raising activities. We depend very much on the generosity of our local businesses and citizens to fund the needs of our patients.

To this end, we are wishing to start a bingo game that can become a sustaining income stream for our organization. This should take a great deal of pressure off and alleviate the need for continuously requesting assistance from our local businesses.

We have acquired a building that has been approved by our zoning and building inspector (with some notations from Bret that are nearly completed). The property also has more than ample off street parking so that it will not interfere with any roadways or traffic.

Every time I go to Mesquite for bowling tournaments I see many of our local neighbors playing bingo at the casino. Taking their money out of town on the weekends. Our game is scheduled for Saturday nights, giving locals a place to go so they don't have to go to Mesquite. They can leave their money at home. This will also generate tax income for the City of Page, thereby relieving some of the stress on our city budget.

I find this endeavor to be a win - win for us all. I hope that our council will agree and approve our application for Cancer Outreach Bingo. If there is any other information you require, please do not hesitate to contact me.

I would appreciate knowing when this might go before the council as well, if that would be possible.

Thank you for your consideration of this matter.

Respectfully submitted,

Jo Bjorholm
CEO, Cancer Outreach, Inc.

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- License Applicants: Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- Local Governing Body: Complete and return with license package to the Department of Revenue Bingo Section.

New Application Change of Location Date _____

License Number _____

From (Name of local governing body) _____

Address (number and street, PO Box) _____

City _____ State _____ ZIP Code _____

Phone No. (with area code) _____

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM 80 RCVD

1 This is to certify that on _____ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
 Application for a bingo license by the following applicant.
 Application for a bingo license location transfer.

2 Applicant's Name
Cancer Outreach, Inc

3 Location/Address where games will be conducted: _____ City _____ State _____ ZIP Code _____
530 Haul Rd Page _____ AZ 86040

4 Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.						
<input type="checkbox"/> p.m.	<input type="checkbox"/> a.m.					
						6:30 <input checked="" type="checkbox"/> p.m.

5 Background investigations:
 have have not been conducted on all individuals listed in the Bingo License Application.

6 Recommendation for the application: Approved Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME _____

SIGNATURE _____ DATE _____ TITLE _____

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- All bingo licenses expire one year from the date of issue. To continue conducting bingo games, you must renew your license prior to the expiration date.

1 Applicant's Name Cancer Outreach, Inc	
2a Mailing Address P.O. Box 7205	
2b City Page	State ZIP Code AZ 86040-7205
3a Administrative Office Location 530 Haul Rd	
3b City Page	State ZIP Code AZ 86040-7205
4a Name of Contact Person C. Jo Bjorholm	4b Telephone No. (928) 645-4070
4c E-mail Address canceroutreachinc@gmail.com	4c Fax No. (928) 645-2587

Falsification of information contained in this application constitutes a Class 6 felony.	
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.	
88	
81 PM	80 RCVD

- 5 Class B and Class C license applicants only:** If applying as a qualified organization, check one box to indicate the type of organization:
- Charitable
 Social
 Religious
 Veterans
 Fraternal
 Volunteer Fire Department
 Homeowners Association
 Nonprofit Ambulance Service

6 Class B and Class C license applicants only applying as a qualified organization, provide parent or auxiliary information:

6a Parent Name Cancer Outreach, Inc.	6b Auxiliary Name Cancer Outreach volunteers
Address - Number and Street, Rural Rt., Apt. No. P.O. Box 7205	Address - Number and Street, Rural Rt., Apt. No. same
City State ZIP Code Page AZ 86040	City State ZIP Code same

- 7 Class B and Class C license applicants only** applying as a qualified organization, provide the date the organization was established in Arizona: 1.0.2.4.2.0.1.0
- 8 Class B and Class C license applicants only** applying as a qualified organization, list the current officers of the organization:

8a Name C. Jo Bjorholm	8b Name Alicia Stewart
Title CEO	Title bookkeeper/board member
Address - Number and Street, Rural Rt., Apt. No. P.O. Box 477	Address - Number and Street, Rural Rt., Apt. No. P.O. Box 3594
City State ZIP Code Page AZ 86040	City State ZIP Code Page AZ 86040
8c Name Leo Bjorholm	8d Name Haley Simpson
Title Board Member	Title Secretary
Address - Number and Street, Rural Rt., Apt. No. P.O. Box 477	Address - Number and Street, Rural Rt., Apt. No. P.O. Box 3873
City State ZIP Code Page AZ 86040	City State ZIP Code Page AZ 86040

Continued on page 2 →

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.				
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Class A License	<input type="checkbox"/> Class B License	<input type="checkbox"/> Class C License
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Applicant's Name (as shown on page 1)
Cancer Outreach, Inc

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch
	Bank Of The West	Page AZ

10 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch

11 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

11a Name C. Jo Bjorholm Title CEO Address - Number and Street, Rural Rt., Apt. No. P.O. Box 477 City State ZIP Code Page AZ 86040-0477	11b Name Title Address - Number and Street, Rural Rt., Apt. No. City State ZIP Code
--	---

12 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

12a Name Don (DJ) Kizewski Title Manager Address - Number and Street, Rural Rt., Apt. No. P.O. Box 7195 City State ZIP Code Page AZ 86040	12b Name Jo Bjorholm Title Assistant Manager Address - Number and Street, Rural Rt., Apt. No. P.O. Box 477 City State ZIP Code Page AZ 86040
---	--

13 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Alicia Stewart Title Bookkeeper/volunteer	Address - Number and Street, Rural Rt., Apt. No. P.O. Box 3594 City State ZIP Code Page AZ 86040
---	---

14 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit.

14a Name C. Jo Bjorholm Title CEO Address - Number and Street, Rural Rt., Apt. No. P.O. Box 477 City State ZIP Code Page AZ 86040	14b Name Don (DJ) Kizewski Title Manager Address - Number and Street, Rural Rt., Apt. No. P.O. Box 7195 City State ZIP Code Page AZ 86040
14c Name Title Address - Number and Street, Rural Rt., Apt. No. City State ZIP Code	14d Name Title Address - Number and Street, Rural Rt., Apt. No. City State ZIP Code

Applicant's Name (as shown on page 1)

Cancer Outreach, Inc

APPLICATION FOR BINGO LICENSE

15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

15a Name Michael Woodcliffe	15b Name Cynthia Farris
15c Name Joy Norton	15d Name Robin Clark
15e Name Helen Newberry	15f Name Shawn Clark
15g Name Leo Bjorholm	15h Name DJ Kizewski

16 Street address of the physical location where bingo will be played: 530 Haul Rd, Page AZ 86040

17 Indicate the time on each respective day that bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.						
<input type="checkbox"/> p.m.	6:30 <input checked="" type="checkbox"/> p.m.					

18 List dates of proposed game cancellation if any:
Thanksgiving, Christmas, July 4

19 Indicate the type of premises where bingo will be played. Check one box:

- a Neither rent nor mortgage will be paid from bingo funds.
- b Rented or leased. Attach rental affidavit and copy of rental agreement.

Landlord's Name Page Storage Management	Address - Number and Street, Rural Rt., Apt. No. P.O. Box 7195
Telephone Number (with area code) (928) 660-8820	City Page
	State AZ
	ZIP Code 86040

c Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

Holder of Mortgage	Address - Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City
	State
	ZIP Code

d Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage	Address - Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City
	State
	ZIP Code
2) Co-Owner Holder:	Address - Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City
	State
	ZIP Code
3) Co-Owner Holder:	Address - Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City
	State
	ZIP Code

Continued on page 4 →

Applicant's Name (as shown on page 1)

Cancer Outreach, Inc

APPLICATION FOR BINGO LICENSE

20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

20a Name N/A			20b Name		
Address - Number and Street, Rural Rt., Apt. No.			Address - Number and Street, Rural Rt., Apt. No.		
City	State	ZIP Code	City	State	ZIP Code

21 Expected bingo expenses:

a Mortgage: \$ _____ per month

Payable to	Address - Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: \$ _____ per month hour occasion

Payable to Page Storage Management	Address - Number and Street, Rural Rt., Apt. No. P.O. Box 7195
Telephone number (with area code) (928) 660-8820	City State ZIP Code Page AZ 86040

c Janitorial Services: \$0.00 _____ per month hour occasion

Payable to	Address - Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: \$0.00 _____ per month hour occasion

Payable to	Address - Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: \$0.00 _____ per month hour occasion

Payable to	Address - Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: \$100.00 _____ per as needed

Payable to www.abbottbingoproducts.com	Address - Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

Line 21 continues on page 5 →

Applicant's Name (as shown on page 1)

Cancer Outreach, Inc

APPLICATION FOR BINGO LICENSE

21 Expected Bingo Expenses, continued...

9 Maximum prize payout per occasion: \$2,500.00. Attach game schedule that lists individual prize amounts.

Paid to Individual Game Winners		Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)		City	State	ZIP Code

h Utility Expenses:

Electric (payable to) n/a		Address - Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount \$	City	State	ZIP Code

Gas (payable to) N/A		Address - Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount \$	City	State	ZIP Code

Water (payable to) N/A		Address - Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount \$	City	State	ZIP Code

Trash Removal (payable to) N/A		Address - Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount \$	City	State	ZIP Code

22 Briefly state the specific projected use of net proceeds from games of bingo:

Assist local cancer patients with the cost of travel to out of town treatments, including fuel and motel rooms, as all of our local cancer patients must travel out of town for treatment. Sometimes out of state.

I, C. Jo Bjorholm, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.


11-12-15
CEO Cancer Outreach, Inc.
 APPLICANT'S SIGNATURE DATE TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

(602) 716-7801

CANCER OUTREACH BINGO
GAMES BEGIN AT 6:30
Every Saturday Night

\$10.00 PER PACK

EXTRA PACKS \$5.00

Game 1	Regular Bingo or 4 corners	\$50.00
Game 2	Diagonal Bingo only	\$50.00
Game 3	Block of 4 anywhere	\$50.00
Game 4	Chevron/ V any direction	\$50.00
Game 5	4 corners	\$50.00
Game 6	Regular on the way	\$25.00
Game 7	Large X on the way	\$25.00
Game 8	Black out	\$200.00

BREAK TIME 15 MINUTES

Speedy \$1.00 ea 50/50 split

SESSION 2

\$12.00 PACK

EXTRA PACKS \$6.00

Game 9	Square in any corner	\$50.00
Game 10	Straight bingo	\$50.00
Game 11	Crazy Kite	\$50.00

SELL EXTRA SHEETS GAMES 14-16 \$1.00 EA

Game 12	Callers choice	\$50.00
Game 13	Small diamond	\$50.00
Game 14	Small frame on the way	\$50.00
Game 15	Lg Frame on the way	\$50.00
Game 16	Blackout in 55 #'s	\$500.00

add \$50.00 per week up to \$1,000.

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification.
- All approvals to conduct special bonus games expire at the end of each licensing period and must be renewed prior to that time to allow the continuance of special bonus games.

Applicant's Name Cancer Outreach, Inc.			License Number (if known)		
Address P.O. Box 7205			REVENUE USE ONLY. DO NOT MARK IN THIS AREA. [88] [81] PM [80] RCVD		
City	State AZ	ZIP Code 86040-7205			
Page					
Contact Phone No. (with area code) (928) 645-4070					

1 When will special bonus games be played? Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.						
<input type="checkbox"/> p.m.	6:30 <input checked="" type="checkbox"/> p.m.					

2 Pattern required to accomplish bingo: Blackout

3 Number of calls within which a bingo must be accomplished..... 55

4 Amount of designated prize: \$ 500.00	5 Type of card to be used: throw away paper
6 Cost of card to player: \$ 1.00	7 Game number: 16

8 How much of the \$12,000 prize amount available in the quarter will be guaranteed, if any?..... \$ 1,200.00

9 Total prize amount offered per quarter..... \$ 12,000.00

Describe how the special bonus game program will be conducted:
blackout in 55 #'s for \$500.00. adding \$50.00 per week up to \$1,000.00

I, C. Jo Bjorholm, under penalty of perjury, upon oath, depose and say that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and verify that all information provided is true and complete to the best of my knowledge.

AFFIANT'S NAME

Signature of Affiant: *C. Jo Bjorholm* Date: 11-12-15

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

(602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.			
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Class B License	<input type="checkbox"/> Class C License
Reviewer's Name (please print)	Date	Effective Date	Expiration Date



Request for City Council Action

Title:	Discussion and Possible Action as to New Lease Agreement with Navajo Heritage Foundation		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input checked="" type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	New Lease Agreement
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	<p>Motion to remove from the table the Navajo Heritage Foundation, Inc. Land Lease Agreement.</p> <p>Motion to authorize the City Manager to execute the Land Lease Agreement between the City of Page and the Navajo Heritage Foundation, Inc.</p>		

BACKGROUND:

At the December 16, 2015 Regular City Council Meeting, Council tabled this agenda item because the spokesperson for the Navajo Heritage Foundation, Inc. was unable to attend the meeting.

The lease agreement for the Navajo Village expired on December 31, 2015, and is now on month to month. During the February 11, 2015 Council meeting, City Council directed staff to prepare a new lease agreement through the end of 2015. The new lease agreement continues the requirement that the use of the property is to promote Navajo culture and educational experiences and to promote tourism for the City, while addressing Council's concerns regarding the hours of operation, promotion efforts and to insure the property is open to the public and provides a benefit to the City. The new lease agreement requires the Navajo Heritage Foundation to coordinate the promotion and use of the property with the City of Page Tourism Board and City Tourism Department. The new lease agreement also provides for the ability to review Navajo Heritage Foundation's books and records as desired by Council.

BUDGET IMPACT: Minimal, additional revenue of 65.50 per month.

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

- Motion to remove from the table the Navajo Heritage Foundation, Inc. Land Lease Agreement.
- Motion to authorize the City Manager to execute the Land Lease Agreement between the City of Page and the Navajo Heritage Foundation, Inc.

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the “**Lease**”) is made and entered into this ___ day of January, 2016, by and between the CITY OF PAGE, an Arizona municipal corporation organized and existing under the laws of the State of Arizona (the “**Lessor**”), and the NAVAJO HERITAGE FOUNDATION, INC., an Arizona non-profit corporation (the “**Lessee**”).

RECITALS:

- A. WHEREAS, Lessee is a private “IRC Section 501(c)(3) Organization” that provides cultural and educational experiences that portray Navajo culture;
- B. WHEREAS, Lessor is the owner of certain Real Property located at 1253 Coppermine Rd., Page, Arizona 86040, APN 80210019, consisting of approximately 6.6 acres (the “**Property**”), which is the subject of a Lease for Real Property Agreement entered into between Lessor and Lessee originally executed on March 10, 2005, and extended by amendment and will expire on December 31, 2015;
- C. WHEREAS, Lessee desires to continue to operate the facilities it has constructed on the Property portraying the Navajo culture and lifestyle;
- D. WHEREAS, Lessor is in the process of determining the long term use of the Property and the surrounding lands owned by Lessor and therefore does not wish to encumber the Property with a long term lease agreement at this time;
- E. WHEREAS, Lessor has concerns with regards to the hours of operation, promotion efforts and use of the Property by Lessee to insure that the Property is open to the public and provides a benefit to Lessor by attracting additional visitors to the community; and

NOW THEREFORE, in consideration of the rents to be paid, the covenants and agreements to be performed by Lessee pursuant to this Lease and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby leases unto Lessee, upon the terms and conditions hereinafter set forth in this Lease, those certain premises located in the City of Page, State of Arizona, more particularly described below in Article II.

WITNESSETH:

1. Term.

- 1.1 Initial Term. The term of this Lease shall commence immediately following the adoption of this Lease by the City Council of Page and shall extend until December 31, 2016, subject to the terms hereof.
- 1.2 Holding Over. In the event Lessee remains in possession of the Property after the expiration of this Lease and without the execution of a new lease, it shall be deemed

to be occupying said premises as a Lessee from month to month at a rate equal to the rate herein provided, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

2. **Property and Privileges.**

2.1 Property. The Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor approximately 6.6 acres the Property, located at 1253 Coppermine Rd., Page, Arizona 86040, APN 80210019, as more particularly described and depicted as follows:

Subdivision: PAGE (BLOCK 196 LOT 8) INST 3366269
Block: 196 Lot: 8 Sixteenth: SE Quarter: NE Section: 05
Township: 40N Range: 09E Sixteenth: SW Quarter: NW
Section: 04 Township: 40N Range: 09E

2.2 Use of Property. The Property shall be used for operation of a Navajo cultural center, intended to depict the life and culture of the Navajo people and to foster tourism for the City of Page.

2.3 Promotion of Use. Lessee shall coordinate the promotion and use of the Property with the City of Page Tourism Board and City Tourism Department to better foster tourism and use of the Property.

3. **Lease Rates and Fees.**

3.1 Property Base Rate. Lessee shall, for the lease of the Property and the privilege granted under Section 2 herein, pay to the Lessor the sum of Sixty-Five Dollars and 50/100 (\$65.50) per month from the commencement of the Lease. Payments of said rate shall be payable in advance on the first day of each month.

3.2 Late Payment. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge of Fifteen Dollar and 00/100 (\$15.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted

hereunder.

4. Improvements.

4.1 Construction Improvements. Lessee has constructed the following buildings, structures, and improvements upon the Property:

- (a) 3 - Hogahns
- (b) 3 - Shade Houses
- (c) Bread Oven
- (d) Trading Post Building

Any additional buildings, structures, or improvements shall require written approval by Lessor prior to construction. Lessee hereby acknowledges that any construction of improvements shall be at Lessee's own risk. Furthermore, Lessee acknowledges that it will be solely responsible for all utilities, repairs, maintenance, construction, remodeling, landscaping, upgrades, taxes, and existing defects to the Property. Lessor shall not be responsible for the maintenance or repair of landscaping, irrigation systems, parking lots or driveways that serve the Property. Lessor understands that this location used to be the old Gun Club Shooting Range.

4.2 Removal of Improvements. Upon the termination of this Lease for whatever reason, whether by expiration thereof, or by termination as provided for herein, Lessee shall, at Lessee's sole expense, remove all buildings, structures, and improvements and restore the Property to its original condition within a reasonable time, not to exceed one-hundred twenty (120) days. In the event Lessee fails to remove all buildings, structures, and improvements within one-hundred twenty (120) days, Lessor shall consider all buildings, structures, and improvements abandoned and may proceed to remove all such improvements and restore the Property to its original condition at the expense of Lessee.

4.3 Use of Amphitheater. Lessee acknowledges that this Lease does not include the use of the adjacent improved Amphitheater, stage and associated improvements and that if Lessee desires to use the Amphitheater, Lessee will coordinate such use with Lessor and such use shall be done under a Special Event Permit issued by the City of Page.

5. Rules and Regulations.

5.1 Compliance with all Law. The Lessee shall observe and comply with all laws, ordinances, rules, and regulations of the United States of America, the State of Arizona, the County of Coconino, and the City of Page, and all agencies and departments thereof, which may be applicable to its operations, now in effect or hereafter promulgated.

- 5.2 Nuisance. Lessee shall not use or permit the use of the Property in any manner that will tend to create waste or a nuisance. Lessee, at Lessee's expense, shall keep in a good, sanitary, and safe order, condition, and repair, the Property. Lessee shall be responsible for maintaining in a state of good repair the access road to the Property.
- 5.3 Special Events. Lessee acknowledges that Lessor uses the adjacent properties for special events throughout the year, which events could include, but are not limited to, outdoor concerts and motor-cross races. Lessee understands and accepts that these special events can create additional noise, dust and/or congestion in or around the Property, and that Lessor's use of such adjacent properties for such special events shall not create any legal cause of action against Lessor or be deemed a breach of this Lease.

6. Indemnity and Insurance.

- 6.1 Indemnity. The Lessee does hereby covenant and agree to indemnify, defend, and hold harmless Lessor, its officials, agents, employees, and representatives from and against any and all fines, suits, claims, demands, defense costs, liability, actions, and/or causes of action of any kind and nature for personal injury or death or property damage arising out of or in connection with any activity or operation of the Lessee on the Property or in connection with Lessee's use of the Property; provided, however, that the Lessee shall not be liable for any injury, damage, or loss occasioned by the gross negligence or willful misconduct of the Lessor, its agents or employees. The Lessee further agrees to and shall indemnify and hold the Lessor harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorney fees and court costs) arising from or in any way related to worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims or employees of Lessee and/or its contractors and subcontractors or claims under similar such laws and obligations.
- 6.2 Comprehensive General Liability Insurance. In addition to the indemnity required in Section 6.1 of this Lease, Lessee shall procure and maintain throughout the term of this Lease a policy or policies of insurance, naming and protecting the Lessee, all Lessee's employees from and against all claims, demands, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with Lessee's use of the Property. This Comprehensive General Liability Insurance shall have limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence. Said policy or policies shall name the City of Page, its officers, agents, and employees as additional insureds. All insurance shall be primary and non-contributory with any other coverage available to the City of Page, et al.
- 6.3 Certificates of Insurance. Lessee shall file with the City Clerk and City Manager prior to or simultaneously with execution of this agreement, Certificates of insurance. All Certificates of Insurance shall provide that such insurance coverage will not be canceled or reduced without at least sixty (60) days prior written notice to Lessor.

The amount and type of insurance coverage requirements set forth within this Lease shall in no way be construed as limiting the scope of the foregoing indemnity.

All insurance companies shall be A.M. Best rated A-VI or better. An umbrella or Following Form Excess Liability Policy may be used to complete the One Million Dollar (\$1,000,000) limits required.

7. Assignment, Subletting, and Encumbrances.

- 7.1 Assignment/Subletting. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Property, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void.
- 7.2 Lessee's Remaining Obligation. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the Rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed to be a waiver by Lessor of any provision hereof.
- 7.3 Limitations on Right to Encumber. Neither the Lessee nor any successors-in-interest to the Lessee shall engage in any financing or any other transaction creating any general leasehold mortgage or other encumbrance or lien upon the Property without the prior written consent of the Lessor.

8. Termination.

- 8.1 Cancellation of Lease Due to Conflict of Interest. This Lease is subject to cancellation for a conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Lease by reference.
- 8.2 Termination of Lease For Cause. If, through any cause, Lessee shall fail to fulfill its obligations under this Lease, or if Lessee shall violate any of the covenants, provisions, or stipulations of this Lease, Lessor shall thereupon have the right to terminate this Lease by giving written notice to Lessee of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Furthermore, in the event a termination of the Lease for cause is determined to have been without legal right, then the termination shall be deemed to have been for convenience.
- 8.3 Termination For Convenience. Lessor or Lessee may terminate this Lease, without penalty or further obligation, at any time by giving the other party written notice of such termination and specifying the effective date thereof, at least ninety (90) days before the

effective date of such termination; provided, however, that Lessee retains the obligation(s) as set forth in Section 4.2.

- 8.4 Termination not an Exclusive Remedy. In the event Lessee shall fail to fulfill its obligations under this Lease, or if Lessee shall violate any of the covenants, provisions, or stipulations of this Lease, Lessor may pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Arizona.

9. Miscellaneous Provisions.

- 9.1 Books and Records. Lessee, within 30 days request from Lessor, shall provide Lessor access to Lessee's books and records necessary to verify Lessor's non-profit status and the nature and extent of the services being provided by Lessor in connection with the Property.
- 9.2 As Is Acceptance; No Warranty. Lessee hereby accepts the Property in its condition existing as of the date of the execution of the original lease agreement, March 10, 2005, subject to all applicable zoning, municipal, county and state laws, and federal laws, ordinances and regulations governing and regulating the use of the Property, and accepts this Lease subject to all matters disclosed thereby. Lessee acknowledges that Lessor has made no representation or warranty as to the suitability of the Property for the conduct of Lessee's operation.
- 9.3 Damage by Casualty. Lessee waives the entire right of recovery Lessee may have had against the Lessor on account of loss or damage occasioned to the Property arising from any cause which could be insured against by fire and extended coverage insurance whether or not such insurance is in force.
- 9.4 Legal Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.
- 9.5 Binding Effect. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions hereof, this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 9.6 Waiver. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any

subsequent act by Lessee. The acceptance of Rent hereunder by Lessor shall not be waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent.

- 9.7 Severability. If any part of this Lease shall be held unenforceable, the remainder of this Lease shall nevertheless remain in full force and effect.
- 9.8 Choice of Law. Any dispute arising from this agreement shall be decided in accordance with the laws of Arizona with venue in Coconino County.
- 9.9 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 9.10 Notices. Any notice desired or required to be served by either party upon the other or any notice provided for in this Lease shall be in writing and shall be deemed given upon hand-delivery or, if mailed, three (3) business days after being deposited in the United States mail, certified, return receipt requested, to the party whom addressed, as set forth herein below:

Lessor: City Manager
 City of Page
 P.O. Box 1180
 Page, Arizona 86040

Lessee: President
 Navajo Heritage Foundation, Inc.
 P.O. Box 2464
 Page, Arizona 86040

- 9.11 Entire Agreement. This instrument contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified, in writing only, signed by the parties in interest at the time of the modification.
- 9.12 Covenants and Conditions. Each provision of this Lease shall be deemed both a covenant and a condition.
- 9.13 Headings. The headings are for convenience or reference only and shall not affect the interpretation of this Lease in any manner.
- 9.14 Counterparts. This Lease may be executed in counterparts, each of which shall be

deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

CITY OF PAGE

NAVAJO HERITAGE FOUNDATION, INC.

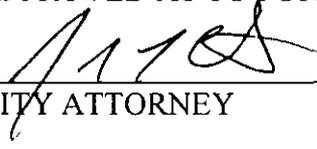
BY: _____
CITY MANAGER

BY: _____
ITS: _____

ATTEST:

APPROVED AS TO FORM:

CITY CLERK



CITY ATTORNEY



Request for City Council Action

Title:	Rezone of Page Eye Center parcel# 80012026W from RM to CBD		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input checked="" type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
Originating Department:	Planning and Zoning	Supporting Documents:	Ordinance 627-15 Location Map Existing/Proposed Zoning Map
Prepared By:	Robin Crowther	Presented By:	Kim Johnson
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to introduce Ordinance 627-15 by title only for its second reading. Motion to adopt Ordinance 627-15.		

BACKGROUND:

At the December 16, 2015 Regular City Council Meeting, Council passed Ordinance 627-15 to its second reading.

Stonefeather Enterprises LLC is requesting rezoning of its property located at 420 North Navajo Drive. The property is occupied by the Page Eye Center, and is currently zoned RM, Multi-Family Residential District. The request is to rezone the property to CBD, Central Business District. Medical offices are allowed only as a Conditional Use in the RM district, and as a Permitted Use in the CBD.

A Conditional Use Permit was issued for the current medical clinic use of the property in 2014. Conditional Uses are subject to annual review and are required to pay an annual “renewal” fee. The applicant is asking that the property be zoned to the CBD which is the same district as the adjacent property to the east, which is also occupied by a medical office use. The Land Use Plan designates this property as DB, Downtown Business, and the property is occupied by a Downtown Business land use. There is an adjacent corner lot to the west, owned by the applicant that is zoned Multi Family Residential which will continue to serve as a buffer between the Central Business District and the adjacent lower density R1-7 zone.

The subject property is compliant with the terms of its Conditional Use Permit and all other zoning requirements.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION:

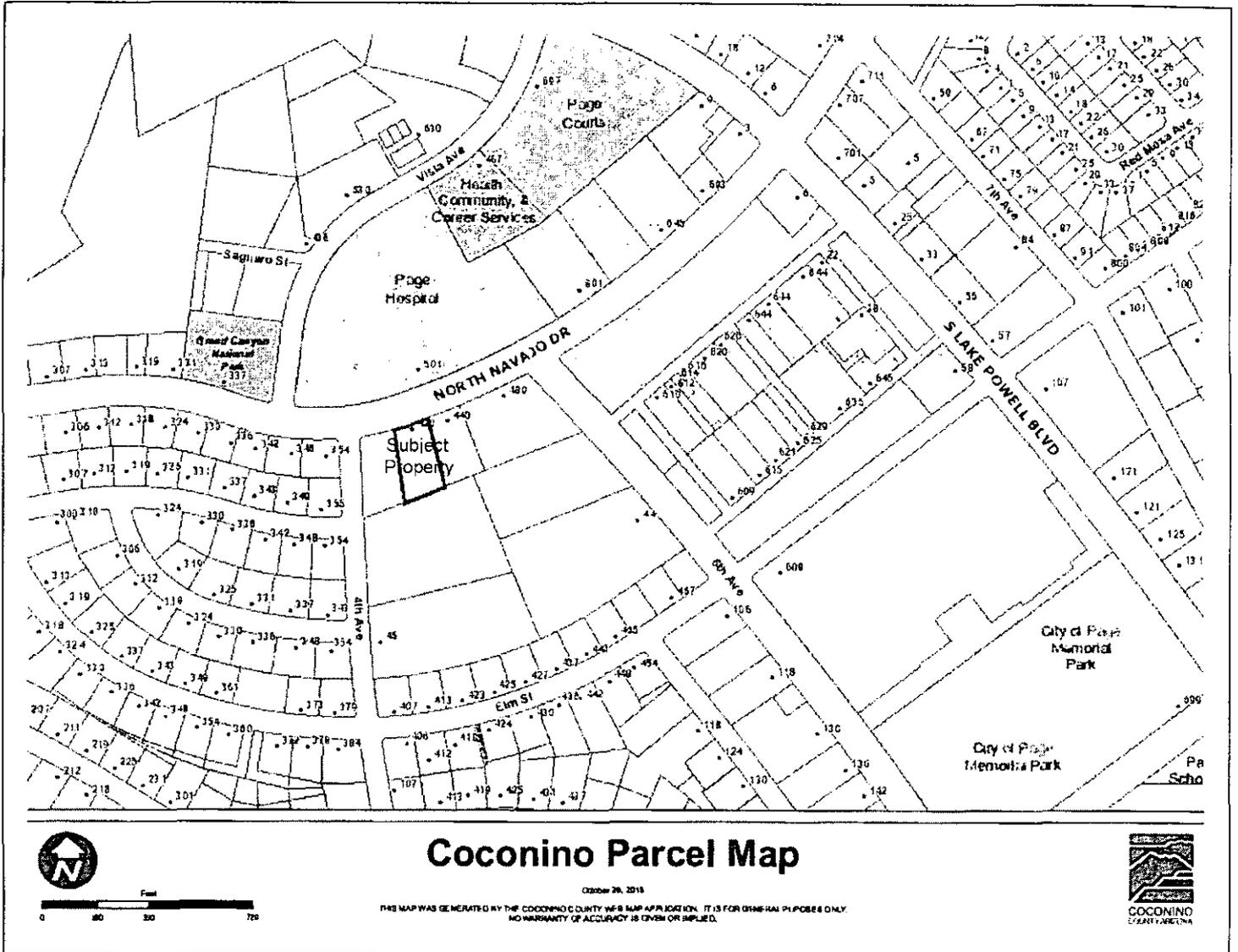
At the December 1, 2015 P&Z meeting, the Planning and Zoning Commission held a public hearing on the proposed rezoning, and there were no comments by the public. The Commission voted to recommend rezoning parcel# 80012026W, Page Eye Center (Stonefeather Enterprises LLC) 420 N. Navajo from RM Multi-family residential to CBD Central Business District (4-0).

STAFF RECOMMENDATION:

- Motion to introduce Ordinance 627-15 by title only for its second reading.
- Motion to adopt Ordinance 627-15.

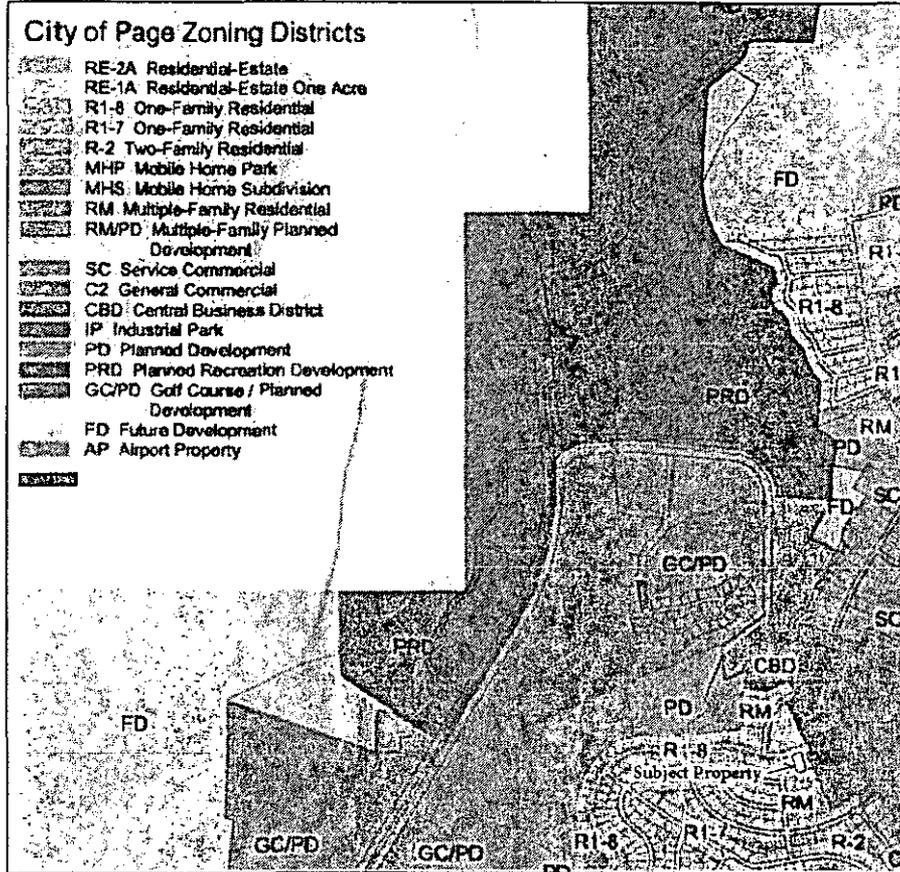
Ordinance 627-15: Rezoning-Page Eye Center

Location Map:

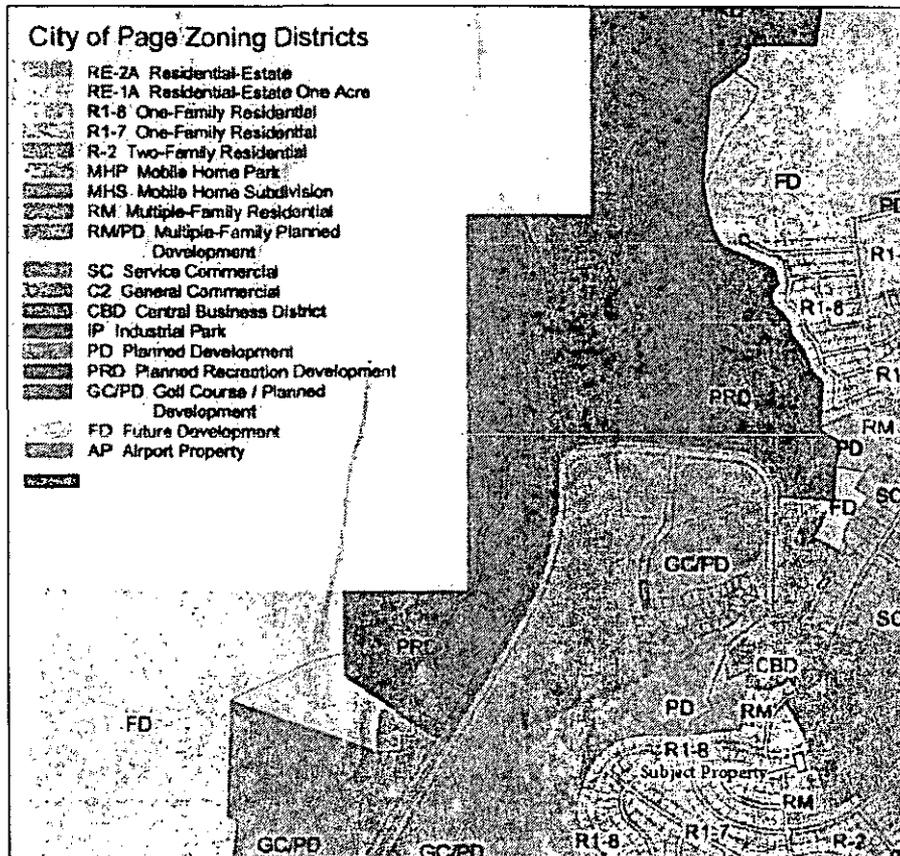


Ordinance 627-15: Rezoning-Page Eye Center

Before Rezoning:



After Rezoning:



ORDINANCE NO. 627-15

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROVIDING FOR THE REZONING OF PARCEL NO. 800-12-026W CONSISTING OF APPROXIMATELY 20,473 SQUARE FEET OF LOT AREA, GENERALLY LOCATED SOUTH OF NORTH NAVAJO DRIVE AND EAST OF 4TH AVENUE, FROM A ZONING DESIGNATION OF RM, MULTI-FAMILY RESIDENTIAL TO THE ZONING DESIGNATION OF CBD, CENTRAL BUSINESS DISTRICT.

WHEREAS, the City of Page Planning and Zoning Commission held a public hearing on Zoning Case No. ZON 15-10.11 on December 1, 2015, for the purposes of considering the rezoning of Parcel No. 800-12-026W, generally located on the south side of North Navajo Drive just east of 4th Avenue and consisting of approximately 20,473 square feet of lot area, from a zoning designation of RM, Multi-Family Residential to a zoning designation of CBD, Central Business District; and

WHEREAS, due and proper notice of such public hearing before the City of Page Planning and Zoning Commission was given in the time, form, substance and manner provided by law; and

WHEREAS, the City of Page Planning and Zoning Commission has unanimously recommended the adoption of Zoning Case No. ZON 15-10.11 as aforesaid; and

WHEREAS, the Mayor and Common Council desire to accept the recommendation of the City of Page Planning and Zoning Commission and rezone No. 800-12-026W, generally located on the south side of North Navajo Drive just east of 4th Avenue and consisting of approximately 20,473 square feet of lot area, from a zoning designation of RM, Multi-Family Residential to a zoning designation of CBD, Central Business District.

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

The parcel of land consisting of approximately 20,473 square feet of lot area, identified as Parcel No. 800-12-026W, generally located on the south side of North Navajo Drive just east of 4th Avenue, with the following legal description:

**Subdivision: PAGE TOWNSITE (BLOCK 3 AMENDED) CASE 6 MAP
33 Block: 3 Lot: 14 Sixteenth: NW Quarter: NE Section: 31 Township:
41N Range: 09E according to the Plat thereof on file and of record
through the Coconino County Assessor.**

Ordinance No. 627-15
Page 2

Is hereby rezoned from a zoning designation of RM, Multi-Family Residential to a zoning designation of CBD, Central Business District as provided in the City of Page Zoning Ordinance.

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

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



Request for City Council Action

Title:	Comprehensive Annual Financial Statement for FY 2015		
Meeting Date:	1-13-2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Finance Department	Supporting Documents:	CAFR – not attached
Prepared By:	Linda Watson	Presented By:	Linda Watson/Mike Spilker
Reviewed By:		Approved By:	
Proposed Action:	Acceptance of the FY 2015 Annual Financial Report		

BACKGROUND:

Each year, the City of Page, undergoes an annual audit of its financial statements. Hinton, Burdick, PLLC, has completed this task and would like to present the City’s annual audit to the City Council.

The goal of the independent audit is to provide reasonable assurance that the financial statements are free of material misstatement.

The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures of the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors have concluded that the City of Page’s financial statement for fiscal year ending June 30, 2015, is fairly presented in conformity with GAAP.

ATTACHMENT(S):

Electronic and hard copy have already been distributed.

FISCAL IMPACT:

None

SUGGESTED MOTION(S):

I move to accept the Comprehensive Annual Financial Report for Fiscal Year 2015.

**PAGE UTILITY ENTERPRISES
COUNCIL COMMUNICATION**

MEETING DATE: January 13, 2016

DATE: December 21, 2015
TO: Honorable Mayor Bill Diak & Page City Council
FROM: Bryan Hill PE, General Manager
SUBJECT: Resolution No. 1153-16, PUE Rates, Fees and Charges

SUMMARY/RECOMMENDATIONS: On December 15, 2015, the Page Utility Board held an annual Rate Hearing and considered the rates pursuant to Ordinance 588-12, Section 2-8-6 of the Page City Code.

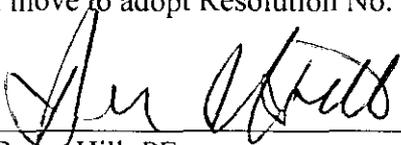
During the regular meeting held December 15, 2015, the Board voted unanimously to recommend continuing the rates and fees charged for utilities without change.

ATTACHMENTS: Resolution No. 1153-16
PUE Rate Schedules

SUGGESTED MOTIONS:

I move to introduce Resolution No. 1153-16, by title only.

I move to adopt Resolution No. 1153-16.



Bryan Hill, PE
General Manager

RESOLUTION NO. 1153-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ADOPTING THE RECOMMENDATIONS OF THE PAGE UTILITIES BOARD TO CONTINUE THE RATE, FEES, AND CHARGES OF SERVICES RENDERED BY PAGE UTILITY ENTERPRISES WITHOUT CHANGE.

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

WHEREAS, the Page Utilities Board completed such review on the 15th day of December, 2015; and

WHEREAS, after such review, the Page Utilities Board recommends to the City Council that the rates, fees, and charges for the services rendered by Page Utility Enterprises remain the same as those currently established; and

WHEREAS, the Mayor and Common Council of the City of Page are desirous of adopting said recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, that the rates, fees, and charges for services rendered by the Page Utility Enterprises established by past resolution continue without change until further resolution of the Mayor and Common Council of the City of Page.

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

Ayes _____
Nays _____
Abstentions _____
Absent _____

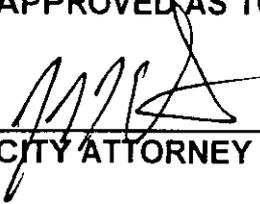
CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PAGE UTILITY ENTERPRISES

ELECTRIC RATE SCHEDULE

Effective 8/1/2006

Residential Service:

Customer Charge - \$6.25/Month

Energy Charge - \$.0715/KWH

Residential Service > 200 Amp Service Entrance:

Customer Charge - \$8.50/Month

Energy Charge - \$.0750/KWH

Commercial Service With Demand Meter:

Commercial Customer Charge - \$25.00/Month

Demand Charge - \$ 3.75/KW/Month

Energy Charge - \$.0645/KWH

Commercial Service Without Demand Meter:

Commercial Customer Charge - \$13.75/Month

Energy Charge - \$.0675/KWH

Electric Rate Schedule E-40

Private Outdoor Area Lighting Service (Dusk to Dawn Lighting)

4/9/13

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

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

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

RATES:

Rate Per Lamp Per Month

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

(1) Architectural Fixture

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

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

SPECIAL PROVISIONS:

1. Lamp On Customer's Pole: Provided that all requirements of PUE can be met, service may be provided under this section to a PUE owned lamp on a customer owned pole of not less than 30 feet overall length.
2. Tenant Requesting Service: When requested by a tenant to provide service under this section, PUE may require that the property owner(s) enter into agreement with PUE concerning placement of lighting facilities before service is established.
3. Lamp Servicing: Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, PUE will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the customer's responsibility to make such notification.

4. Billing: Billing shall coincide with that of the customer's primary premise account, where such account exists at the same location, and no bill will be given for non-burning lamp time resulting from the failure of a fixture when repaired by PUE in a reasonable period of time after notification. No billing shall be apportioned among two or more customers.
5. Relocation: PUE will, at a customer's request, relocate its lighting facilities, provided that the customer reimburses PUE for the cost of necessary labor and material including engineering, supervision and general expense required to complete such relocation.
6. Termination of Service: Upon termination of service, PUE shall have the right to remove all of its facilities placed, installed, erected, or used in supplying service hereunder.

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

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

Electric Rate Schedule E-45

Public Street & Highway Lighting Service 4/9/13

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

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

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

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

1. **Unmetered Non-incandescent Lamp & Bracket Charge:**

Rate Per Lamp Per Month

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

2. **Standards**

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

Where:

- Type A - Enclosed glass luminaire with eight (8) foot or less upsweep bracket mounted on thirty-five (35) foot anchor base monotube or fluted steel pole.
- Type B - Identical to Type A except on a thirty-five (35) foot embedded base metal pole.
- Type C - Enclosed glass luminaire with fourteen (14) foot or less bracket-mounted on wood pole carrying only street lighting equipment.
- Type D - Identical to Type C except also carrying distribution circuits, or on other pole paid for under another standard charge.
- Type E - Open type unit with four (4) foot bracket mounted on wood pole carrying only street lighting equipment.
- Type F - Identical to Type E, except also carrying distribution circuits.
- Type M - Enclosed glass luminaire with six (6) foot or less upsweep bracket mounted on thirty (30) foot embedded base metal pole.

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

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

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

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

SPECIAL PROVISIONS:

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

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

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

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

PUE will maintain and operate the system.

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

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

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

WATER & SEWER RATE SCHEDULE
Effective 4/8/14

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

SEWER RATE SCHEDULE
Effective 4/8/14

Sewer Base Rate for Residential and Commercial - \$4.00 per month

Residential - \$4.18 times the winter consumption average. Winter consumption average is based on the average of the months of December through February and is assessed annually in April each year. December through February average is determined as the lowest of any three months November – March. Sewer rates for new resident accounts will be based on a 6,000 gallon average (Citywide average consumption).

Commercial – \$4.18 per thousand gallons of monthly water usage.

Residential/Commercial Customers

Sewer Debt Service – \$.76 per thousand gallons of water consumed.

Garbage Debt Service – \$4.59 per month.

New Service Deposit

Residential - \$ 50.00

Commercial - \$100.00

Basic residential water, sewer, trash bill –

Water	\$15.53 (including tax)	
Sewer	16.54	
Sewer Debt	2.28	
Trash	24.40	Additional Trash Cart - \$4.23
Garbage Debt	4.59	Additional Recycling Cart - \$2.11
	\$63.34	



Request for City Council Action

Title:	Request for Bingo License for Cancer Outreach		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk's Office	Supporting Documents:	None
Prepared By:	Kim L. Larson, City Clerk	Presented By:	Mayor Diak
Reviewed By:	Joe Estes, City Attorney	Approved By:	
Proposed Action:	Approve the Arizona Department of Revenue - Bingo License for Cancer Outreach, Inc.		

BACKGROUND:

The City Clerk's Office received an Arizona Department of Revenue Bingo License Application for Cancer Outreach, Inc. As required by Arizona Revised Statutes, the Public Hearing was held during an earlier portion of this meeting.

The Arizona Department of Revenue • Bingo Section will be notified of the action taken and will make the final determination.

ATTACHMENTS:
None

SUGGESTED MOTION(S):

I move to approve the Arizona Department of Revenue Application for Bingo License for Cancer Outreach, Inc.



Request for City Council Action

Title:	Assistant Magistrate Judge Reappointments		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other - Council	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Magistrate	Supporting Documents:	
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:		Approved By:	
Proposed Action:	Motion to re-appoint Angelo Santana, Bambi Brownell, Kevin Anderson, Michele Muskat, and Lehman Jim Burrow as Assistant Magistrate Judges for a two-year term ending January 22, 2018		

BACKGROUND:

The Page Magistrate Court utilizes Assistant Magistrate Judges to meet the 24/7 obligations of the Court. Currently, Angelo Santana, Bambi Brownell, Kevin Anderson, Michele Muskat, and Lehman Jim Burrow are serving by prior appointment of the Mayor and Council. The current term for the Assistant Magistrates ends on January 22, 2016 and needs to be renewed for a two year term.

ALTERNATIVES CONSIDERED: N/A

STAFF RECOMMENDATION:

I move to reappoint Angelo Santana, Bambi Brownell, Kevin Anderson, Michelle Muskat, and Lehman Jim Burrow as Assistant Magistrate Judges for a two-year term ending January 22, 2018.



Request for City Council Action

Title:	Resolution 1154-16 Establishing the City Council as the Acting Board of Adjustment		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	Resolution 1154-16
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Adoption of Resolution 1154-16 Establishing the City Council as the Acting Board of Adjustment.		

BACKGROUND: As discussed in the December 16, 2015 City Council Work Session, the City Council desired to act as the Board of Adjustment for the City of Page, in part so that those affected by administrative zoning decisions could take their formal appeals to the elected legislative body of the City. The Planning and Zoning Ordinance (the "Zoning Code"), Section 2.2.2 provides for the City Council to act as the Board of Adjustment at their desire and the Council desired that such decision be made formally by resolution.

STAFF RECOMMENDATION:

- I move to introduce Resolution 1154-16 by title only
- I move to adopt Resolution 1154-16

RESOLUTION NO. 1154-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ESTABLISHING THE MAYOR AND COMMON COUNCIL AS THE ACTING BOARD OF ADJUSTMENT.

WHEREAS, Pursuant to A.R.S. § 9-462.06, the City of Page established a Board of Adjustments (the "Board") as contained and provided for in Planning and Zoning Ordinance (the "Zoning Code"), Section 2.2; and

WHEREAS, A.R.S. § 9-462.06(A) and Zoning Code, Section 2.2.2 provide that the Mayor and Common Council, the legislative body for the City of Page, may act as the Board; and

WHEREAS, the Mayor and Common Council have determined it would be in the best interest of the community if those affected by administrative decisions concerning the Zoning Code could take their formal appeals directly to the elected legislative body of the City.

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

That pursuant to Planning and Zoning Ordinance, Section 2.2.2 that the Mayor and Common Council shall act as the Board of Adjustment for the City of Page and that all current members of the Board of Adjustment are released from such duties and publicly thanked for their service to the community.

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. 1154-16
Page 2

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



Request for City Council Action

Title:	Tower Lease Agreement		
Meeting Date:	January 13, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Fire Department	Supporting Documents:	Lease agreement
Prepared By:	Jeff Reed, Fire Chief	Presented By:	
Reviewed By:		Approved By:	
Proposed Action:	Motion to authorize the Phinger Point Tower Lease Agreement for emergency medical and fire communications.		

BACKGROUND: Page Fire Department currently provides Fire and Medical services north on highway 89 out to the Arizona state line and beyond. The repeater that is located on the Phinger Point tower provides us with radio coverage in this area. This system has shown to be a vital component in our fire department operations.

BUDGET IMPACT: The budget impact of this request would be \$3,675.00 annually (\$306.25 per month).

ALTERNATIVES CONSIDERED: None available

ADVISORY BOARD RECOMMENDATION:

STAFF RECOMMENDATION: Staff is requesting a motion to authorize the continuation of the Phinger Point Tower Lease Agreement for emergency fire and medical communications.

TOWER LEASE AGREEMENT

This AGREEMENT OF LEASE (herein called "Lease" or "Agreement") made as of the 1st day of Jan, 2016, by and between **The Softer Side LLC** (hereinafter "Lessor") and **City of Page Fire Department** (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessee desires to obtain a leasehold interest in the said land upon which the Lessor's tower is located and the tower, so as to permit the operation of its communications facility known as Phinger Point Utah;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties intending to be legally bound thereby, do hereby agree as follows:

1. **Leasehold Interest.** Lessor hereby lets to Lessee, and the Lessee hereby leases from Lessor the following (the "Premises"):

a. The use of current tower site for operation of **Emergency Communications**, specifically located at geographical coordinates North Latitude 37°00'36", West Longitude 111°40'51" (the "real property"), use of Lessor's transmitting equipment building located thereon, and the use of the tower structure located thereon. The tower is provided herein without structural, mechanical, or other defects which would materially affect Lessee's use, and in good operating condition, not in need of repair or replacement and will meet all technical specifications outlined in the FCC's rules and regulations..

b. Free and unrestricted access to the real property for the purpose of customary broadcast operations, including installing, mounting, operating, broadcast equipment owned or operated by Lessee located thereon or therein.

2. **Purpose.** The sole and specific purpose for which the above-described Premises are leased is to enable the Lessee to conduct daily + emergency communications services, telecommunications operations, and to maintain and/or install its equipment in order to conduct such operations. In no event shall the use of the Premises by the Lessee be such as to create conditions that constitute a nuisance or harm to the Lessor. The Lessee shall not make any material additions or material changes to its existing equipment, antennas or other installations without obtaining the prior written consent of the Lessor, which consent will not be unreasonably withheld.

3. **Term of Lease.** The initial term of this Lease shall be for twelve (12) months, commencing on the date this Agreement is executed, as noted hereinabove. This Agreement is subject to renewal upon the mutual agreement of the Lessor and Lessee on terms to be negotiated at that time.

4. **Termination of Lease.** The lease may be terminated by the Lessee under the following circumstances:

- a. In the event the Lessee determines that the Premises are no longer suitable or desirable for the operation of its broadcast operations, the Lessee may, upon giving ninety (90) days' written notice to the Lessor, terminate this Lease. In such event, the Lessee and its equipment shall be peaceably removed by Lessee from the Premises, at the expense of the Lessee, no later than thirty (30) days after the effective termination date.
- b. In the event the Premises is the subject of condemnation or eminent domain proceedings such that Lessee's operations are interrupted, Lessee shall be entitled to terminate this Lease and be entitled to a pro-rata refund of rent for any period of time during which it was unable to operate normally due to these causes.

5. **Initial Rent; Renewal Rent.**

a. Lessee shall pay \$306.25 Dollars (\$ **\$306.25**) per month (the "base rent") to Lessor during the initial year of the initial term of this Lease, with the first month's rent payable upon the execution of this Agreement and all subsequent monthly payments due and payable without deduction, set off or demand, on the first day of each calendar month.

~~b. In the event Lessee, or its transferee or assignee, desires to renew the~~
initial term of this Lease Agreement, the rent shall be adjusted to market rate, as determined by an evaluation of then-current tower site rental fees within the subject radio market as well as other radio markets of similar size in the United States. In no event shall there be a reduction of the monthly rental fee.

c. In the event Lessee desires to add improvements to the Leased Premises to the extent additional fixtures are added to Lessor's tower in the form of any communications transmit or receive devices or equipment, pursuant to Paragraph 9 herein, Lessor has the right to assess additional monthly rent therefor.

6. Assignment or Subletting. The Lessee shall have the unrestricted right to assign this Lease and the rights of the Lessee hereunder to any affiliate or subsidiary of the Lessee. In the event Lessee, pursuant to any necessary prior approval by the Federal Communications Commission or not, transfers control or assigns the assets and licenses of its business to a third party, Lessor shall have the right to reject such Lease assignment if said transferee or assignee is not a reputable business and/or if such transferee or assignee cannot demonstrate its financial qualifications to the reasonable satisfaction of Lessor. In any event, Lessee shall promptly give Lessor written notice of such assignment, and shall insure that such assignment provides for the assumption by the assignee of all obligations of Lessee under this Lease, subject to the qualifications stated in this paragraph.

7. Repairs and Maintenance.

a. Inasmuch as Lessee does not own the tower, it shall be Lessor's responsibility for the maintenance and repair of that tower, such as:

(i). Structural maintenance and periodic painting of the Tower in accordance with the Rules and Specifications of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"), and the standards of good engineering practice.

(ii). Tower light inspection and needed replacement and repair of each Tower lighting, if any, in accordance with FCC and FAA Rules and Specifications.

b. Lessee, at its own cost and expense, shall maintain and repair its antenna, related equipment, ground system (if any), transmission lines, transmitters and other equipment on the tower. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over Lessee and its property, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation. ***Lessee shall take all reasonable precautions to avoid interference or hindrance to and with the operations of Lessor or any other lessee or user of the Tower and the Antenna Site or any other broadcaster. Maintenance and repair of Lessee's property shall be performed only by a contractor approved by Lessor, such approval not to be unreasonably withheld.***

c. RF Radiation. Lessee agrees to take all steps reasonably necessary to ensure that human exposure to RF radiation is within guidelines specified by federal, state or local governmental authorities having jurisdictional cognizance of the Tower.

8. **Fixtures.** Lessee shall have the right to construct, build or install in or upon the Leased Premises any and all fixtures and equipment as may be necessary in the conduct of the business of Lessee, including, but not limited to, the installation of an auxiliary or alternate main transmitter provided Lessee obtains the prior written consent of Lessor; which shall not be unnecessarily denied. All such fixtures and equipment shall at all times be and remain the property of Lessee and Lessee shall have the right to remove all or any part thereof at any time and from me to time, provided, however, that Lessee shall repair any damage from such removal and repair the same to the condition existing prior to such construction building or installation, reasonable wear and tear excepted.

9. **Alterations, Additions and Improvements.**

a. Lessee shall have the right to make alterations, additions or improvements in or upon the existing transmitter building or any part thereof as Lessee shall determine to be necessary or advisable, provided that Lessee shall first submit to Lessor the plans and specifications for such alterations, additions or improvements for Lessor's prior consent and approval thereto, such consent and approval not to be unreasonably denied. The failure of Lessor to deny its consent to and approval of plans and specifications within twenty-one (21) days after Lessee shall deliver the same to Lessor shall constitute consent and approval by Lessor.

b. All permanent alterations, additions or improvements to the transmitting building shall be made in accordance with applicable city, county, state and federal laws and ordinances, and building and zoning rules and regulations, and shall become the property of Lessor.

10. **Interference.**

a. Interference Defined. As used in this Lease, the term "interference" shall mean: (1) a condition which constitutes interference within the meaning of any rule or regulation of the Federal Communications Commission, or (2) a measurable, significant impairment, in accordance with normal engineering standards, of the quality of either sound or picture signals as compared with that which would be obtained if no other broadcasters were broadcasting from the tower or had any equipment on the tower.

b. Interference by Lessee. Should Lessee modify its communications operations

in the future, or fail to properly maintain its transmitting equipment or ground system in such a way that its communications operations cause objectionable interference to other tenants of Lessor, Lessee shall cure any such interference caused or alleged to be caused by Lessee's signal, equipment or facilities or by the manner of Lessee's operation thereof. If any interference is caused or thought to be caused by Lessee's signal, equipment or facilities or by the manner of Lessee's operation thereof, Lessor and Lessee shall cooperate and exercise their best efforts to identify and eliminate such interference. If Lessor or any mutually-agreed and designated third party determines that interference was caused by Lessee, Lessee will either (1) take all steps necessary to eliminate the interference, or (2) terminate its operations on the tower. In the event Lessee does not promptly take reasonable actions to eliminate the interference, this Lease may be terminated, all Lessee equipment will be removed from the Leased Premises at the sole expense of Lessee, and any prepaid rent will be refunded to Lessee on a pro-rata basis.

11. Payment of Taxes. Lessee shall be responsible for the payment of any personal property taxes imposed against Lessee's equipment or fixtures on the Tower. Lessor shall be responsible for the payment of any real property taxes imposed against the land upon which the tower is located. Lessor shall be responsible for the payment of any personal property taxes imposed against the tower.

12. Utilities. Lessee shall pay for its own telephone lines and all electricity exclusively dedicated to its broadcast operations on the Leased Premises. Lessee shall have the right to install new utilities on the Premises, including new meters for any such utilities.

13. Insurance.

a. During the term of this Lease, the Lessee, at its sole cost and expense, and for the mutual benefit of the Lessor, shall procure and maintain, from a company legally qualified to do business in Arizona and Utah, comprehensive liability and worker's compensation insurance, including property damage, insuring the Lessor and Lessee against liability for injury to persons or property occurring in or about the Premises or arising out of the maintenance, use, or occupancy thereof by Lessee. The liability limits under such insurance shall be not less than One Million Dollars (\$1,000,000.00) single limit. The Lessee shall provide the Lessor with a certificate of such insurance within five (5) business days of the commencement of this Agreement.

b. Lessee also shall cause the contractors erecting, installing or maintaining Lessee's property or performing any other work for Lessee on the Leased Premises to procure public liability insurance reasonably acceptable to Lessor. Certificates evidencing

such insurance shall be furnished to Lessor in advance of any work being performed.

14. Damage to or Destruction of the Broadcast Towers.

a. If Lessor's broadcast tower or any part thereof shall be wholly or partially damaged or destroyed by fire or other casualty, Lessor shall expeditiously and diligently repair, restore and/or replace the same, at the expense of Lessor, to the condition which existed immediately prior to the occurrence of such fire or other casualty. If such repair, restoration or replacement does not occur within ninety (90) days, then Lessee has the option to terminate this Agreement.

b. In the event that Lessor's tower is destroyed or felled as a result of fire, act of God or other casualty, Lessee shall have the right to construct a temporary structure for the continued operation of Lessee's operations and act expeditiously to repair or replace the tower and any damaged equipment thereon. The term, "temporary structure" shall include a telephone, or other wooden or metal pole. However, the rent obligations under this Lease Agreement shall remain unchanged should such temporary operations become necessary.

c. Unsafe condition. If, during the term of this Lease and any extensions or renewals thereof the tower shall become unsafe or otherwise structurally unsound, Lessor, shall, at its own expense, act expeditiously to repair or replace the tower. Any dispute between Lessor and Lessee as to the structural condition of the tower shall be resolved through the retention by mutual consent of the parties of a qualified engineer who shall render an opinion on the soundness and structural integrity of the tower and the need for repair or replacement. If the parties cannot agree on the selection of a single engineer, they shall each select an engineer of their choice, who in turn shall appoint a third engineer to serve as consultant. The three engineers will submit a single report rendering an opinion on the soundness and structural integrity of the tower and the need for repair and/or replacement, which report shall be conclusive as to the structural condition of the tower, and the parties shall be bound accordingly, as to the conclusions of the report and the rights and obligations contained herein. In the event that it is determined that the tower shall be replaced, all the terms and conditions, rights and obligations contained in this Lease to extend to such replacement.

15. Eminent Domain.

a. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall be terminated as of the date of such taking and Lessee shall thereupon be released from any further

liability hereunder. The date of such taking shall be the date on which legal title shall vest in the condemning authority.

b. If any material part of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Lessee shall have the right to cancel and terminate this Lease as of the date of such taking upon giving to Lessor notice in writing of such election within 30 days after the receipt by Lessee from Lessor of written notice that part of the Premises have been so appropriated or taken. If Lessee shall cancel and terminate this Lease pursuant to this paragraph 15, Lessee shall thereupon be released from any further liability under this Lease. Lessor shall give to the Lessee immediate notice in writing of any appropriation or taking.

c. If this Lease shall be terminated pursuant to this paragraph 15, the rent for the last month of Lessee's occupancy shall be prorated and Lessor shall refund to Lessee any rent paid in advance.

d. If this Lease shall not be terminated pursuant to this paragraph 15, it shall continue as to that portion of the Premises which shall not have been appropriated or taken. In such event Lessor, at its own expense, shall proceed with due diligence to restore the improvements on the remaining portion of the Leased Premises, if necessary, to a complete unit of the like quality and character as existed prior to such appropriation or taking, and payment of rent shall be suspended until the Premises are fully restored to such like quality and character.

16. Access to Leased Premises. It is mutually understood and agreed between the parties that the Lessee shall maintain broadcast apparatus on the Premises. Therefore, Lessee shall have the right to full and unrestricted access to the Premises for the purpose of operating, maintaining, inspecting and repairing such broadcast apparatus. Lessor shall provide Lessee with keys to all locks, if any, on the Leased Premises as may be required to give Lessee free and unrestricted access to the Tower, supporting structures and transmitter building.

17. Permitted Uses.

a. Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself or lease to others the remainder of the Antenna Site, or in any building constructed by Lessor for any purpose, including, but not limited to, any kind of broadcasting or communication, simultaneous transmissions on AM, FM, SSB, VHF, UHF and/or microwave frequencies so long as such purposes and operations do not interfere with Lessee's broadcast operations, and all rental revenues received

therefrom shall belong exclusively to Lessor.

b. Lessee, during the term of this lease and of any renewal or extension hereof, agrees not to use or keep or allow the Premises or any portion thereof to be used or occupied for any unlawful or immoral purposes or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the Premises or any portion thereof, and will not suffer any act to be done or any condition to exist on the Premises or any portion thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force on the Premises.

18. Quiet Use and Enjoyment.

a. Lessee shall have the right to the quiet use and enjoyment of the Leased Premises for the purposes set forth and described in paragraph 1 hereinabove.

b. Lessor shall not take any action upon or concerning the Leased Premises which directly or indirectly or in any manner impede, interfere with Lessee's right to quiet use and enjoyment.

19. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation; or, if present on the Premises, Lessor represents that to the best of its knowledge any such substance, chemical or waste is safeguarded and/or used in accordance with applicable federal, state or local law or regulation. Neither Lessor nor Lessee shall introduce or use any such substance, chemical or waste on the Premises in violation of applicable federal, state or local law or regulation.

20. Indemnification. The Lessee agrees to indemnify and save harmless the Lessor from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in conjunction therewith made, including legal costs and costs of defense, of any nature whatsoever, brought or obtained on account of the loss of life, property or injury or damages to the person or property of any person or persons whomsoever, whether such person or persons be the Lessor, its agents or employees; the Lessee, its agents or employees; any contractors or subcontractors employed by the Lessee, their agents or employees; or any third person in no way connected to the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to or arise out of, result from, or be in any way

connected with the Lessee's construction on or use of the Premises under this lease. Notwithstanding any other provisions of this lease to the contrary, the indemnification obligations of this paragraph shall survive the termination or expiration hereof.

21. Termination. The following shall acts or events shall constitute an event of default, permitting Lessor at its sole option to terminate this Lease Agreement:

a. **Non Payment.** Lessee's failure to timely pay the monthly rental consideration due to the Lessor provided for by this Agreement, as and when due and payable which remains uncured for five (5) business days after notice from Lessor; or

b. **Default in Covenants.** Lessee's default in the material observance or performance of any material covenant, condition, or agreement contained in this Agreement which remains uncured after ten (10) business days after notice from Lessor, provided, however, that if such default is of a nature not reasonably capable of being cured within such time period, then Lessee shall be obligated to commence appropriate action to cure such default and keep Lessor apprised of such efforts; or

c. **Breach of Warranties and Representations.** If any material representation or warranty made by Lessee in this Agreement, or in any certificate or document furnished to the Lessor pursuant to its provisions, shall prove to have been false or misleading in any material respect as of the time made or furnished; or

d. **Insolvency, Bankruptcy, Liquidation.** If Lessee shall become insolvent or unable to pay for its debts as they mature, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an Answer admitting to the jurisdiction of any Bankruptcy Court or other sovereign, and the material allegations of an involuntary petition, pursuant to any act of Congress relating the bankruptcy or any act purporting to be amendatory thereof, or shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, or shall apply for or consent to or suffer the appointment of any receiver or trustee for it or a substantial part of its property or assets.

22. Recordation of Lease. Lessee shall have the right to record in the appropriate office of the city and/or county of the State of Arizona or Utah as provided by law (a) this Lease or (b) a memorandum of this Lease or the like mutually agreeable to the parties setting forth the terms and conditions herein and such provisions as may be

required by law.

23. Authorization. Lessor and Lessee respectively represent and warrant to the other that all necessary corporate action has been duly taken to authorize the execution and delivery of this Lease and the performance or observance of the provisions of this Lease.

24. No Waiver. Failure or delay on the part of either Lessor or Lessee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

25. Notice. Any and all notices, demands or other communications required by this Lease or by law, or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given as of the date shown on the return receipt if the same is deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Lessor: Janet Brown **The Softer Side LLC**

P.O. Box **1774**
Page, Arizona 86040

If to Lessee:

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

26. Agents and Parties. From time to time Lessor or Lessee by notice as aforesaid, may appoint one or more agents to act for them.

27. Benefit. The parties hereto understand and agree that this Lease shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

28. Other Documents. The parties shall execute such other documents as may

be necessary and desirable to the implementation and consummation of this Lease.

29. Attachments. All Exhibits, Appendices and Schedules attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein. Each page of each Exhibit or other attachment hereto shall be initialed by the parties to this Lease. If any provision in any Exhibit conflicts with or is not consistent with the provisions of this Lease, the terms of this Lease shall govern.

30. Attorneys' Fees. In the event that either party hereto default in the performance of any of its obligations hereunder, and shall fail to cure said default within ten (10) days after receiving written notice of such default by the complaining party (except where the defaulting party is required under the provisions of this Lease to perform within a shorter period of time, or if not curable within ten (10) business days, than shall either party fail to take affirmative steps to cure such default within said period), and should the complaining party thereafter refer such matter to an attorney, then whether or not suit or action is instituted with respect to such matter, the other party shall be entitled to reasonable attorneys' fees and costs incurred in connection with such matter, provided the other party is not also in material breach of this Lease.

31. Counterparts. This Lease may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.

32. Headings. The headings of the paragraphs of this Lease are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Lease or the intent of any paragraph hereof.

33. Entire Agreement. This Lease is the only agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof.

34. Modification or Amendment. No amendment, change or modification of this Lease shall be effective unless in writing stating that it amends this document and signed by each of the parties hereto.

(Next Page is the Signature Page)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

By: Janet Brown
Janet Brown
President

Subscribed and sworn to before me
this 30 day of Dec, 2013.



Haley Simpson
Notary Public

My Commission Expires:
Sept. 02, 2018

LESSEE:

(LESSEE'S NAME)

By: _____
Name
Title

Subscribed and sworn to before me
this _____ day of _____, 2013.

Notary Public

My Commission Expires: