

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
SPECIAL MEETING MINUTES
JULY 15, 2015**

A Special Meeting of the Page City Council was held at 5:30 p.m. on July 15, 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, David Tennis and Dennis Warner were present. There was a moment of meditation. Mayor Diak led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Prentice; City Attorney, Joseph D. Estes; Police Chief Frank Balkcom; Police Lieutenant, Rick Larsen; Police Lieutenant, Tim Lange; Public Works Director, Cliff Linker; Community Services Director, Debbie Winlock; Human Resources Administrator, Kay Eddlemon; Finance Director, Linda Watson; Fire Chief, Jeff Reed; and City Clerk, Kim Larson.

PUBLIC HEARING

FY 2015/2016 Final Budget

The City of Page is required to have a Public Hearing prior to the adoption of the Fiscal Year 2015-2016 Budget.

Motion made by Vice Mayor Kocjan to open the Public Hearing. The motion was duly seconded and passed upon a vote.

Proponents

None

Opponents

None

Motion made by Vice Mayor Kocjan to close the Public Hearing. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to the adoption of FY 2015/2016 Final Budget-Resolution 1150-15

On June 24, 2015, the Page City Council passed Resolution 1145-15 adopting the Preliminary Budget for Fiscal Year 2015-2016 in the amount of \$30,788,145.00. The City of Page has followed State procedures and has advertised Schedule A (Summary Schedule of Estimated Revenues and Expenditures/Expenses for FY 2016) in the newspaper and held a Public Hearing.

City Manager Crystal Prentice presented the budget. She stated that the total budget for FY 2016 for all funds was \$30,788,145.00. She stated that the budget includes

Page City Council Special Meeting-July 15, 2015

recommendations for the Highway User Fund, Substance Abuse Fund, Debt Service Fund, Miscellaneous Grant Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Funds, and Enterprise Funds.

Ms. Prentice stated that the budget was designed to reflect the needs and desires of the community, along with the City Council's strategic goals and objectives. The budget reflects Page's commitment to provide quality services to the residents in a cost effective manner and enhance visitor experience, while maintaining the City's long-term financial stability.

Ms. Prentice stated that the City's budget is in a stable position after many difficult budget years, revenues and expenditures are now in close alignment. The Preliminary FY 16 Budget was prepared consistent with the City Council's direction following budget discussions. Ms. Prentice reviewed the changes made between the draft preliminary budget and the adopted Preliminary Budget, adopted June 24, 2015.

Motion made by Councilor Bryan to introduce Resolution 1150-15 by title only. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Resolution 1150-15 by title only.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2015-2016.

There was no discussion.

Motion made by Councilor Bryan to adopt Resolution 1150-15. The motion was duly seconded and passed upon a vote.

ADJOURN

The meeting was adjourned at 5:35 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

**PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
JULY 22, 2015**

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on July 22, 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 (entered at 6:10 p.m.), David Tennis and Dennis Warner were present

Mayor Diak called the meeting to order.

Staff members present: City Attorney, Joe Estes; Finance Director, Linda Watson; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

Discussion by the City Council pertaining to a presentation by Aaron Bonck with Time Value Investments for City of Page investment options

Mayor Diak introduced Aaron Bonck.

Mr. Bonck, from the Time Value Investment (TVI) home office in Seattle, Washington, shared a Power Point presentation (attached) that compared the low interest rate that federal funds are receiving with other higher paying options.

He stated that the City of Page's Local Government Investment Pool (LPIG) Pool 7 is currently yielding .09%, but that Federally Insured Certificates of Deposit and US Government Agency Bonds yield substantially more (see pages 9 & 10), are completely safe, and comply with Page's Investment Policy as well as Arizona Revised Statutes.

Finance Director Linda Watson stated that there is a \$10,000,000 balance in LPIG accounts, that the City of Page can do better with their investments, and that it is past time to do so.

The meeting was adjourned at 6:18 p.m.

Sue Kennedy
Deputy City Clerk

William R. Diak
Mayor

TVI Background

- Home office in Seattle, Washington
- Over 250 public entity accounts in the Western states, including:
 - City of Sedona, AZ
 - Town of Tusayan, AZ
 - City of St. Johns, AZ
- Invited to Teach at Conferences/Events:
 - Last 5 Washington Finance Officers Association Conferences
 - 4 of the last 5 Washington Public Treasurers Association Conferences
 - Last 3 California Municipal Treasurers Association Conferences
 - California Society of Municipal Finance Officers, various events

Federal Reserve Statement

The Federal Reserve made the following statement regarding the Federal Funds Rate on 6/17/2015:



[Home](#) > [News & Events](#) > [2015 Monetary Policy Releases](#)

Press Release

Release Date: June 17, 2015

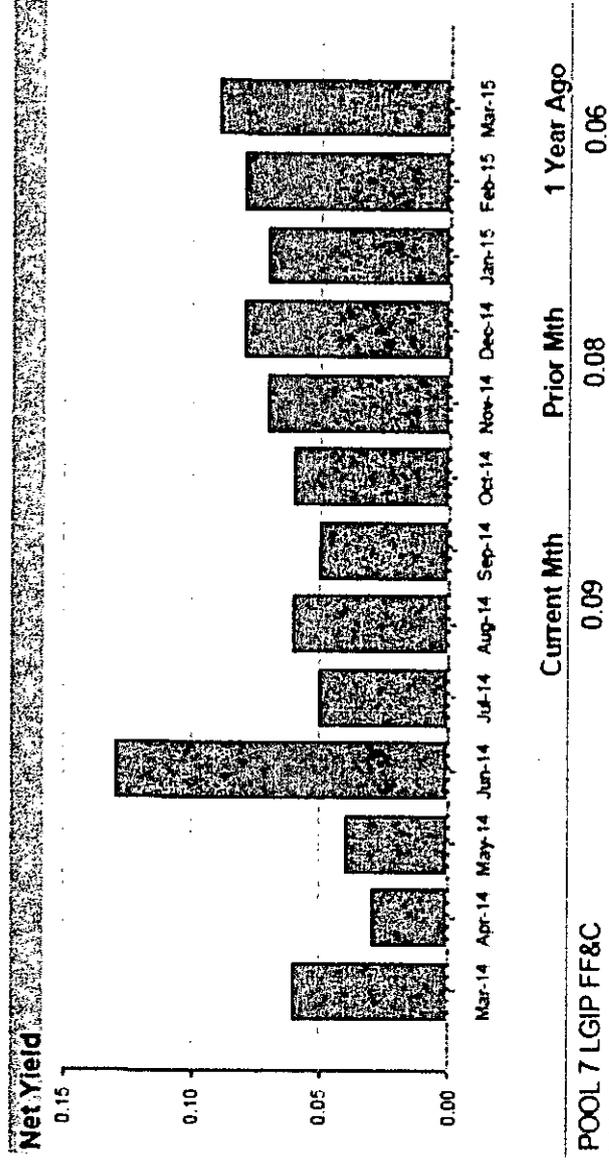
- [Testimony and Speeches](#)
- [Press Releases](#)
- [Regulatory Reform](#)
- [Conferences](#)
- [Other Public Communication](#)

“...The Committee today (6/17/15) reaffirmed its view that the current 0 to ¼ percent target range for the federal funds rate remains appropriate...The committee currently anticipates that economic conditions may, for some time, warrant keeping the target federal funds rate below levels the committee views as normal in the longer run.”

LGIP

- What does the low federal funds rate mean for the LGIP?
- LGIP 7 currently yielding .09% (as of 3/31/15)

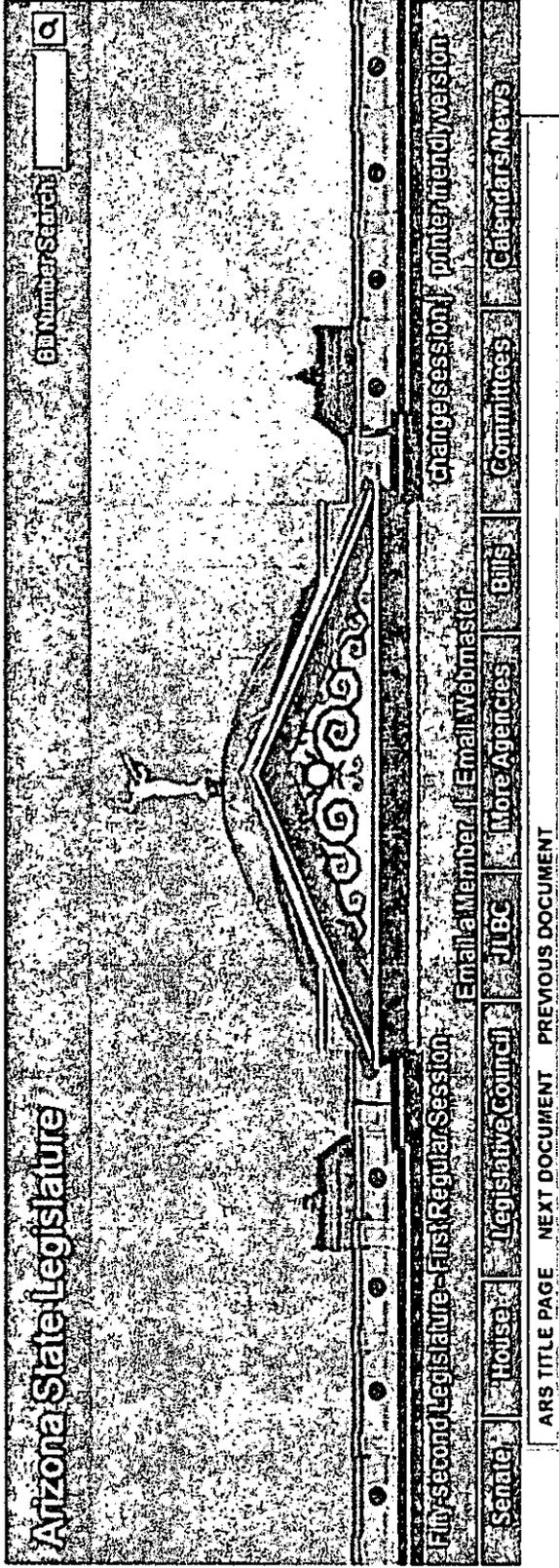
POOL 7



Investment Alternatives Appropriate for Public Entities

- We recommend investing in Federally Insured Certificates of Deposit and US Government Agency Bonds directly.
- Both are very safe, common, and typical for public entities.
- These investments are allowable for public entities in the state of Arizona per Arizona Revised Statute 35-323 sections 6 and 12 (see next slide).

Investment Alternatives Appropriate for Public Entities cont.



35-323. Investing public monies; bidding; security and other requirements

6. Obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities.
12. Negotiable or brokered certificates of deposit issued by a nationally or state chartered bank or savings and loan association.

Investment Alternatives Appropriate for Public Entities cont.

The City of Page's investment policy complies with the relevant Arizona Revised Statute. Please see below:

Resolution No. 1148-15
Page 3

**7.1 Obligations of the United States Government, its agencies and
instrumentalities;**

**7.2 Fully insured or collateralized certificates of deposit and other
evidence of deposit at banks and savings and loan associations;**

CDs/Bonds vs. Cash

- Based on the current LGIP 7 rate of .09% (which can and likely will change), \$5 million left in the LGIP would earn the City approximately:
 - $\$5,000,000 \times .09\% = \$4,500$ per year
- A portfolio of CDs and government bonds, laddered between 2-5 years, would currently earn an investor an average of approximately 1.10% per year. \$5 million invested into such a portfolio would yield approximately:
 - $\$5,000,000 \times 1.10\% = \$55,000$ per year
- For a net difference of approximately \$50,500 per year

Federally Insured CDs

5 Year CDs

Identifier	Description	Mo/Yr S&P/Fitch Ins (Underlying)	Maturity Coupon
02587DA57	American Express Centrm CD 2.35%20, Survivor Option, Semi Cpn Restricted: OH, TX, FDIC#27471	FIS Rating (1-5): 1.85	7/15/2020 2.350
254672RY0	Discover Bk CD 2.3%20, Survivor Option, Semi Cpn, FDIC#5040	FIS Rating (1-5): 2.50	7/15/2020 2.300
05580ACF9	BMW Bk North Amer Salt Lake CD 2.25%20, Survivor Option, Semi Cpn Restricted: OH, FDIC#35141	FIS Rating (1-5): 1.60	7/17/2020 2.250
87165FHY3	Synchrony Bk Retail CD 2.25%20, Survivor Option, Semi Cpn Restricted: TX, Foreign Accounts, FDIC#27914	FIS Rating (1-5): 2.24	7/17/2020 2.250

4 Year CDs

Identifier	Description	Mo/Yr S&P/Fitch Ins (Underlying)	Maturity Coupon
02587DA40	American Express Centrm CD 2.05%19, Survivor Option, Semi Cpn Restricted: OH, TX, FDIC#27471	FIS Rating (1-5): 1.85	7/15/2019 2.050
05580ACD4	BMW Bk North Amer Salt Lake CD 1.95%19, Survivor Option, Semi Cpn Restricted: OH, FDIC#35141	FIS Rating (1-5): 1.60	7/17/2019 1.950
140420TL4	Capital One Bk USA Natrl Assn CD 1.95%19, Survivor Option, Semi Cpn, FDIC#33954	FIS Rating (1-5): 2.20	7/15/2019 1.950
14042EAS0	Capital One Natl Assn VA CD 1.95%19, Survivor Option, Semi Cpn, FDIC#44297	FIS Rating (1-5): 3.28	7/15/2019 1.950

Federally Insured CDs cont.

3 Year CDs

Identifier	Description	Mo'y eSAP/Fitch Ins (Underlying)	Maturity Coupon
02587DA32	American Express Certfin CD 1.7%18, Survivor Option, Semi Cpn Restricted: OH, TX, FDIC#27471	FIS Rating (1-5): 1.85	7/16/2018 1.700
02006LSF1	Ally Bk Midvale Utah CD 1.65%18, Survivor Option, Semi Cpn, FDIC#57803	FIS Rating (1-5): 2.42	7/16/2018 1.650
254072RX8	Discover Bk CD 1.65%18, Survivor Option, Semi Cpn, FDIC#5040	FIS Rating (1-5): 2.30	7/16/2018 1.650
140420TH9	Capital One Bk USA Natl Assn CD 1.6%18, Survivor Option, Semi Cpn, FDIC#533954	FIS Rating (1-5): 2.20	7/16/2018 1.600

2 Year CDs

Identifier	Description	Mo'y eSAP/Fitch Ins (Underlying)	Maturity Coupon
02587CON7	American Exp Fed Svcs Bk Instl CD 1.2%17, Survivor Option, Semi Cpn Restricted: TX, FDIC#35328	FIS Rating (1-5): 1.80	7/17/2017 1.200
20451PML7	Compass Bk Birmingham Ala CD 1.2%17, Survivor Option, Semi Cpn Restricted: AL, TX, FDIC#10048	FIS Rating (1-5): 3.02	7/17/2017 1.200
686184W1	Oriental B&T Hato Rey PR CD 1.2%17, Survivor Option, Semi Cpn Restricted: PR, FDIC#31409	FIS Rating (1-5): 3.60	7/17/2017 1.200
02006LSD6	Ally Bk Midvale Utah CD 1.15%17, Survivor Option, Semi Cpn, FDIC#57803	FIS Rating (1-5): 2.42	7/17/2017 1.150

Government Agency Bond

- This 4 year bond is callable in 6 months and quarterly thereafter:

FHLMC 1 2 07/29/19 Corp

Page 1/2 Yield and Spread Analysis

95 Buy 90 Sell 97 Settings

1) Yield & Spread 2) Yields 3) Graphs 4) Pricing 5) Descriptive 6) Custom 7) Calls

Settlement Date 07/29/15 Price 100 Blend Full Screen

YTC (3134G7GH8)

	Date	Price	Yield
Yield to Maturity	07/29/2019	100.00	1.750
Yield to Custom	01/29/2016	100.00	1.750
Yield to Next Call	01/29/2016	100.00	1.750
Yield to Worst Call	01/29/2016	100.00	1.750

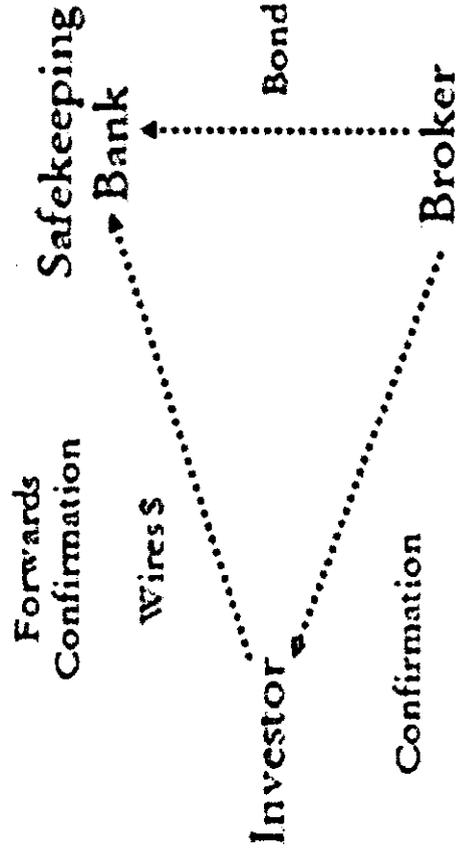
May be called quarterly starting 01/29/2016

Date	Price	Yield
01/29/16	100.0000	1.7500
04/29/16	100.0000	1.7513
07/29/16	100.0000	1.7500
10/29/16	100.0000	1.7508
01/29/17	100.0000	1.7500
04/29/17	100.0000	1.7505
07/29/17	100.0000	1.7500
10/29/17	100.0000	1.7504
01/29/18	100.0000	1.7500
04/29/18	100.0000	1.7503
07/29/18	100.0000	1.7500
10/29/18	100.0000	1.7503
01/29/19	100.0000	1.7500
04/29/19	100.0000	1.7502
07/29/19	100.0000	1.7500



How is a CD/Bond Purchased?

- GFOA recommends Delivery-Versus-Payment (DVP)
- Using DVP, the Investor does not wire to the broker, but rather to the “Safekeeping Bank” (please see below).



GFOA Best Practices and DVP



“Investments should be settled in a delivery-versus-payment (DVP) basis. In this procedure, the buyer’s payment for securities is due at the time of delivery. Security delivery and payment occur simultaneously. This practice ensures that no funds are at risk in an investment transaction as funds are not released until securities are delivered, ensuring the governmental entity has either money or securities at all times during the transaction.”

<http://www.gfoa.org/using-safekeeping-and-third-party-custodian-services>

City of Page Investment Policy and DVP

- As you can see below, the City's investment policy requires that all securities be purchased on a Delivery vs. Payment (DVP) basis.
- This is consistent with GFOA Best Practices.

10. Safekeeping and Collateralization:

10.1 All security transactions; entered into by the City shall be conducted on a delivery versus payment basis (DVP).

10.2 All securities shall be held by a third-party custodian designated by the investment officer. The third party custodian shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity, and other pertinent information.

Investment Broker vs. Investment Manager

- Brokers and Managers can both provide investments, but function differently and are compensated differently.
- Broker:
 - Earns a commission that is already built into the purchase price of a security.
 - No additional fees or charges after purchase. Security belongs to the investor with no ongoing connection to the broker.
- Manager:
 - Charges an ongoing fee, typically a percentage based on dollars invested. For example, a typical range might be 0.50% per year on invested funds (which is \$5,000 per \$1 million invested, per year).
 - Is an intermediary between investor and brokers, who still ultimately provide the investments.

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
JULY 22, 2015**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on July 22, 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, David Tennis and Dennis Warner were present. There was a moment of meditation. City Attorney Joe Estes led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Attorney, Joe Estes; IT Director, Mike Bergner; Page Utilities General Manager, Bryan Hill; Human Resource Administrator, Kay Eddlemon; Deputy City Clerk, Sue Kennedy; 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

Work Session Meeting – July 8, 2015

Regular City Council Meeting – July 8, 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 Substance Abuse Task Force – February 18, 2015

Page Substance Abuse Task Force – March 18, 2015

Page Substance Abuse Task Force – April 15, 2015

Page Substance Abuse Task Force – May 20, 2015

Page Airport Advisory Board – May 11, 2015

Page Community Center Board – May 6, 2015

Page Planning and Zoning Commission – June 16, 2015

INFORMATION

Letter of Resignation-Sharon Sparks-Richardson-Page Community Center Board

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

Page City Council Regular Meeting-July 22, 2015

PUBLIC HEARINGS

None

HEAR FROM THE CITIZENS

No citizens addressed the City Council.

UNFINISHED BUSINESS

Discussion and possible action by the City Council pertaining to a new Chapter 15 of the Code of the City of Page entitled "Chapter 15 – Boards, Commissions and Authorities", Ordinance 622-15-2nd reading

At the Regular City Council Meeting on July 8, 2015, City Council approved the first reading of Ordinance 622-15 that establishes consistency between Advisory Boards, Commissions, as well as City Authorities.

In an effort to establish consistency between Advisory Boards and Commissions, staff drafted a new chapter in the City Code. The new language provides the same general provisions for each board and commission, including establishment, cooperation of City Officials, members, ineligibility, appointment and terms of members, remuneration and lobby efforts. The new chapter also references City Authorities.

At the April 8, 2015, City Council Work Session, the City Council discussed proposed changes to the City Code and directed changes to the document and directed staff to seek input from the Advisory Boards and Commission members. The Advisory Boards and Commissions had the opportunity to review and provide input. Changes include the creation of a Youth Advisory Committee, elimination of the Golf Course Advisory Committee, broadening the scope of responsibilities and changing the name of the Tourism Advisory Board to the Community Development Advisory Board, and adding two additional members to the Parks and Recreation Advisory Board.

Motion made by Vice Mayor Kocjan to introduce Ordinance 622-15 by title only for its second reading. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Ordinance 622-15 by title only.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, REPEALING CHAPTER 2, ARTICLES 6, 10, 11, 12, 13, 14 AND CHAPTER 14, ARTICLE 11 OF THE CODE OF THE CITY OF PAGE AND ADOPTING "CHAPTER 15 - BOARDS, COMMISSIONS AND AUTHORITIES" BY REFERENCE AS CHAPTER 15 OF THE CODE OF THE CITY OF PAGE AND PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE THEREOF.

Motion made by Councilor Sadler to adopt Ordinance 622-15. The motion was duly seconded and passed upon a vote.

Page City Council Regular Meeting-July 22, 2015

NEW BUSINESS

Discussion and possible action by the City Council pertaining to applying all FY 2015-2016 and future land sale proceeds to Capital Projects Fund – Resolution 1146-15

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

Motion made by Vice Mayor Kocjan to introduce Resolution 1146-15 by title only. The motion was duly seconded and passed upon a vote.

The Deputy City Clerk introduced Resolution 1146-15 by title only.

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

Councilor Tappan expressed concerns regarding removing land sale revenue funds from the repayment of the bond debt, when the City continues to collect fees for the bond debt on utility bills.

Councilor Warner stated that the utility fees are dedicated to utility projects.

Councilor Bryan stated that the most important issue is that this puts a mechanism in place to pay the bond debt, and also have money to fund much needed capital projects.

There was lengthy discussion.

Councilor Sadler pointed out that there is no guarantee of land sales, but when they occur, there will be money for capital improvements, in addition to the Capital Funds line item.

There was further discussion.

Motion made by Vice Mayor Kocjan to adopt Resolution 1146-15. The motion was duly seconded and passed 5 in favor and 2 opposed with Mayor Diak, Vice Mayor Kocjan, and Councilors Warner, Sadler and Bryan voting in favor, and Councilors Tappan and Tennis voting against.

Discussion and possible action by the City Council pertaining to appointing Bryan Hill as City of Page Air Boss or Balloonmeister for the Annual Lake Powell Hot Air Balloon Regatta

Page City Council Regular Meeting-July 22, 2015

Mayor Diak introduced the item by stating that Bryan Hill has been volunteering as Balloonmeister for many years, but as the Balloon Regatta Committee had recently moved away from the City being its fiduciary agent, Mr. Hill asked for a clarification of his duties. Since the Regatta is still a City sponsored event, it allows for the Balloonmeister to fall under the City insurance for the event. Mr. Hill requires the Risk Management and Coverage of the City as his current status as a City employee.

The Balloon Regatta Committee supports Bryan Hill's appointment.

City Attorney Joe Estes explained that the City is no longer the fiduciary agent for the Balloon Regatta Committee, and the Committee is no longer a subcommittee of the Tourism Board, but it is still a City sponsored event. The Balloonmeister would like a guarantee of insurance coverage in case of a law suit, clarifying that the City's insurance does not cover the entire event, only the Balloonmeister during the event.

Kay Eddlemon, Human Resources Administrator, stated that the City of Page insurance will only cover Bryan Hill in his Air Boss capacities during the event; it does not cover the event itself.

Bryan Hill, Page Utilities General Manager, explained the following:

He has done four events and all of them have been governmental, but it is no longer clear that the Page Balloon Regatta is a governmental event.

The Air Boss is always named in lawsuits. As such, he requires the City's coverage for potential lawsuits. Today's action would protect only him.

The Balloon Regatta Committee, probably in conjunction with Tourism, buys special aviation event insurance which covers the City.

All pilots carry their own insurance, and the event policy covers those that may not.

There was discussion.

Motion made by Councilor Tappan to appoint Bryan Hill, General Manager of the City of Page's Page Utility Enterprise to continue the duties of the Page Lake Powell Regatta Air Boss, also known as Balloonmeister. This appointment shall be carried out as a City of Page employee with zero additional compensation. This appointment is contingent upon the Page Lake Powell Balloon Regatta committee, which is no longer part of the City of Page Tourism, securing all resources necessary to conduct the event. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to approving the amended agreement for Residential Solid Waste and Recyclables Collection

Page City Council Regular Meeting-July 22, 2015

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

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

City Attorney Joe Estes introduced the amendment to the existing contract, stating that it had to be rewritten because of the new exclusivity versus allowing for competition laws, the Consumer Price Index language that Council wanted cleaned up, other costs and rates were addressed as well as weight dump limits, and the issue of individuals who are not residents of Page using the utility bills of others to dump at no cost. He also stated that there has been no residential rate increase from 2014.

There was discussion.

Councilor Sadler stated that the 500 pounds per month dumping limit for the residents was too low.

Councilor Warner's stated concerns about non-residents using the City's dump, and stated that the current proposed contract is very much lighter than the initial proposal.

There was lengthy discussion regarding the no-cost dumping weight limit.

Page City Council Regular Meeting-July 22, 2015

Motion made by Councilor Tennis to approve the Agreement for Residential Solid Waste and Recyclables Collection Removal by and between the City of Page and Allied Waste Services of Page, Inc., with amendment to section 6.03 Transfer Station Operation Cost to state "Residents will pay the stated gate rate for every ton (prorated) over 2,000 pounds per quarter". The motion was duly seconded and passed upon a vote.

BID AWARDS

None scheduled

BUSINESS FROM THE MAYOR

None scheduled

BUSINESS FROM THE MANAGER

None scheduled

BUSINESS FROM THE CITY ATTORNEY

Discussion and update concerning the Foust v. City of Page civil lawsuit

City Attorney Joe Estes gave an update regarding the Foust civil litigation brought by the two adult daughters of Mr. Foust, who died in a shooting in Page in 2011. He stated that the first trial in Federal Court in December of 2014 resulted in a hung jury, with 6 in favor of the City and the officer, and 2 in favor of the Plaintiffs. The case was retried in May of 2015 with a result of a complete defense verdict in favor of the City and the officer.

The City has the right to collect their assessed costs for the trials from the Plaintiffs, the amount being \$15,000.00. The Plaintiffs offered to waive their right to appeal the verdict in exchange for the City waiving the \$15,000.00 reimbursement. Both sides were agreeable to this and the case was closed.

BUSINESS FROM THE COUNCIL

None scheduled

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

Councilor Warner, Airport Board, stated that at the last meeting, current construction activities were discussed, and the topic of publicizing the meetings on Channel 4 was met with no objections.

Councilor Warner, also of the Parks & Recreation Board, stated there was a presentation from Judy Weiss, the Park & Recreation Director for Coconino County, who provided a broad scope overview for the City, and that the Board will likely make a long range plan recommendation to Council in the near future. Also, an ad hoc Rim

Page City Council Regular Meeting-July 22, 2015

Trail committee has been established and the committee met and discussed enhancements and improvements to the trail.

Vice Mayor Kocjan, Page Utility Enterprise Board, stated that the board will make a formal recommendation regarding publicizing the meetings.

Councilor Sadler, Planning and Zoning Commission, stated that the broadcasting of the meetings was discussed and will come in the minutes.

Discussion and possible action by the City Council pertaining to appointments to the Page Community Center Board

Motion made by Councilor Tappan to appoint Virginia Nicholas to the Page Community Center Board with a term ending June 2016.

DEPARTMENTS

None scheduled

CLAIMS

None scheduled

ADJOURN

The meeting was adjourned at 7:47 p.m.

Sue Kennedy
Deputy City Clerk

William R. Diak
Mayor

**LAKE POWELL NATIONAL GOLF COURSE
ADVISORY BOARD
REGULAR MEETING MINUTES
FEBRUARY 2, 2015**

A Meeting of the Lake Powell National Golf Course Advisory Board was held at 5:30 p.m. on February 2, 2015, in the Conference Room at City Hall in Page, Arizona. Vice Chair Lynn Hunter presided, Board Members Michael Wright, Steve Mongrain, and Thomas Nelson were present. Chair Joey Landrin and Council Liaison Michael Bryan were absent.

Vice Chair Hunter called the meeting to order.

Staff members present: Finance Analyst, Kendra Holcomb; Superintendent, David Coote

MINUTES

Lake Powell National Golf Course Advisory Board Meeting-December 9, 2014

Hearing no objections, the minutes stand approved.

HEAR FROM THE CITIZENS

No citizens addressed the Advisory Board.

UNFINISHED BUSINESS

NEW BUSINESS

Discussion and possible action by the Advisory Board pertaining to update from ad hoc committee regarding course improvements and assessments

Superintendent Dave Coote spoke regarding a list of planned improvements. Board Member Wright made a motion to maintain the alcove on the sixteenth hole as a playable area. Discussion continued regarding various areas needing improvement. The motion was seconded by Board Member Nelson and passed upon a vote.

Discussion and possible action by the Advisory Board pertaining to private golf cart use

There was discussion regarding the possible use of private golf carts on the golf course. Vice Chair Hunter will follow up with Staff for an update on this item.

Discussion and possible action by the Advisory Board pertaining to golf rounds and financial reports

There was brief discussion regarding the financial reports. There was a consensus that the Advisory Board would like an overview of expenses paid by the City, Aramark, and Page Utility.

Discussion and possible action by the Advisory Board pertaining to clubhouse bid specifications

Specifications for the clubhouse remodel are currently available. There will be a formal

Lake Powell National Golf Course Advisory Board Meeting-August 18, 2014

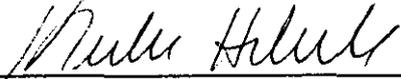
bid opening on February 17, 2015; 4:00pm in the City Hall Council Chambers. There was discussion.

Discussion and possible action by the Advisory Board pertaining to scheduling next meeting

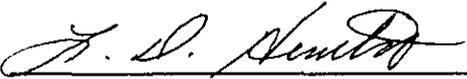
There was a consensus to schedule the next meeting of the Advisory Board on Monday, April 20, 2015 at 5:30 p.m.

ADJOURN

The meeting was adjourned at 6:40 p.m.



Kendra Holcomb
Finance Analyst



Lynn Hunter
Vice Chairperson

**TOURISM BOARD
REGULAR MEETING MINUTES
APRIL 28, 2015**

A Regular Meeting of the Page Tourism Board was held at 5:30 p.m. on April 28, 2015, in the Council Chambers at the City Hall in Page, Arizona. Chairman Ryan Zimmer presided. Vice Chair Lee Ann Warner, Members Dennis Hinchey, Bubba Ketchersid, Morningstar Wilson, Richard Buck and Gay Ann Ward were present. Tourism Director Lee McMichael was present, City Council liaison Mike Bryan was absent.

Chairman Zimmer called the meeting to order.

HEAR FROM THE CITIZENS

No citizens addressed the Tourism Board.

MINUTES

Regular Tourism Board Meeting- March 24, 2015

Motion made by Vice Chair Warner to approve the minutes. The motion was duly seconded by Member Ward and passed upon a vote.

REPORTS/PRESENTATIONS

City Council - Mike Bryan

There was no report.

Presentation-Mark Law

Retiring Director Law introduced new Powell Museum and Visitor Center Director Billie Wright and gave a quarterly visitation report.

Tourism Director Report – Lee McMichael

Director McMichael gave a report on the Sounds of Summer series, discussed financials, and led discussion on the Visitor Survey.

UNFINISHED BUSINESS

None

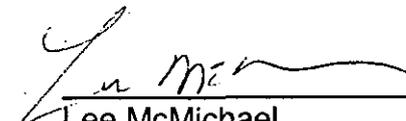
NEW BUSINESS

Discussion and possible action concerning a Fat Bike Festival

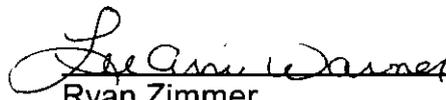
Jason Urtubey presented a Fat Bike Festival concept. There was discussion only.

ADJOURN

The meeting was adjourned at 6:25 p.m.



Lee McMichael
Tourism Director



Ryan Zimmer
Chairman

**TOURISM BOARD
SPECIAL MEETING MINUTES
JULY 6, 2015**

A Regular Meeting of the Page Tourism Board was held at 5:30 p.m. on July 6, 2015, in the Council Chambers at the City Hall in Page, Arizona. Chairman Ryan Zimmer presided. Vice Chair Lee Ann Warner, Members Dennis Hinchey and Richard Buck were present. Tourism Director Lee McMichael was present, Members Bubba Kitchersid and Gay Ann Ward were absent and City Council liaison Mike Bryan was present.

Chairman Zimmer called the meeting to order.

REPORTS/PRESENTATIONS

City Council - Mike Bryan

There was no report.

Community Development Director-Kim Johnson

Introduced and made herself available to all board members.

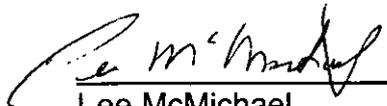
NEW BUSINESS

Discussion and possible action concerning the Community Development Advisory Board

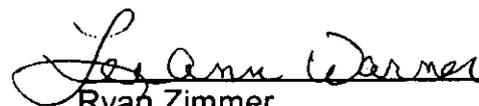
City Manager Crystal Prentice discussed the recent Council decision to expand the tourism board responsibility into the realm of Community Development. There was discussion only.

ADJOURN

The meeting was adjourned at 5:50p.m.



Lee McMichael
Tourism Director



Ryan Zimmer
Chairman

**PAGE UTILITY ENTERPRISES
REGULAR BOARD MEETING
June 9, 2015**

CALL TO ORDER: The regular meeting of the Page Utility Board was called to order at 5:31 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; Todd Savage, Assistant General Manager; Matt Wood, Engineer; Finance Director, Catherine Foley; and Executive Secretary, Donna Roberts.

Also present: City Attorney, Joe Estes.

MOMENT OF SILENCE: The Board observed a moment of silence.

APPROVAL OF MINUTES: The April 14, 2015 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by S. Jones.

The May 13, 2015 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by S. Jones.

**HEAR FROM THE
CITIZENS:**

None.

UNFINISHED BUSINESS: Discussion/Possible Action – Bid #15-02-W – Waterline Replacement: This is a continuation of the Bureau home area waterline replacements. The project's scope is to install a new water main along Date Street from the intersection of Date Street and Second Avenue to the intersection of Date Street and First Avenue and then along Gum Street to Elm Street. Also included will be the installation of two new fire hydrants and 22 new customer service laterals. There will also be two short sections of water main installed on Third Avenue and Fourth Avenue which will tie in all the new lines and eliminate 'new line' to 'old line' connections. Matt answered questions during the discussion.

In conclusion, Bryan explained that four contractors attended the mandatory pre-bid meeting but only one contractor, Construction & Mining Services, Inc. (CMSI), bid the project. The other three contractors indicated they did not bid because they had other projects going on or they had issues with bonding. CMSI has performed well for the Utility in the past and has completed the last two waterline replacement projects on time and within budget.

Motion by S. Jones, seconded by Ferrando, to award Bid #15-02-W to CMSI in the amount of \$261,126.00 and forward to City Council for approval.

The motion carried unanimously.

Discussion/Possible Action – Water & Wastewater Rate Study: The Board discussed the rate study cost variance. After discussion, Bryan was directed to agree to pay the additional invoice of \$11,038.00 if the consultant confirmed that this amount would include the cost of the visit to Page and presentation to the City Council.

Discussion/Possible Action – Budget: There was discussion regarding the Joint Board and Council Work Session held in May. Staff presented unchanged budgets for water, sewer and garbage. The electric budget reflected the amount as directed by Council.

Motion by Chairman Yanke, seconded by S. Jones, to approve the revised budget and forward to Council.

The motion carried unanimously.

NEW BUSINESS:

Discussion/Possible Action – Write Off Bad Debts: Catherine briefly reviewed the status of the bad and doubtful debts, which also included deceased and bankrupt customers. Staff is recommending to write off the deceased and bankrupt accounts and to and make provision for the doubtful debts as presented by staff.

Motion by S. Jones, seconded by Ferrando, to write off the deceased account balance of \$5,423.85 and the bankruptcy account balance of \$2,472.48.

The motion carried with a unanimous vote.

Discussion/Possible Action – Street Light Objection: The General Manager explained the LED street light pilot deployment. He added that the completion of the LED pilot ceased due to an objection from a member of the P&Z Board. The Board considered the objection and, against the compelling business need to move forward, directed the General Manager to proceed with the LED pilot deployment and LED installation as needed unless otherwise directed by Page City Council.

Discussion/Possible Action – Main Water Pump Replacement: Bryan explained it has become necessary to replace the main water pump. Pioneer Equipment Inc., in Phoenix is the only authorized industrial/municipal/water/wastewater representative in Arizona for this equipment. There was discussion.

Motion by Chairman Yanke, seconded by J. Jones, to approve purchase of a heavy duty industrial pump from Pioneer Equipment, Inc., in the amount of \$42,981.02 per Sales Quote #2150840.

The motion carried unanimously.

REPORTS:

General Manager's Report: Bryan reviewed the April and May reports.

Financial Report: There was brief discussion on the March and April financials.

Committee Reports: None.

Chairman's Report: None.

Motion by S. Jones, seconded by Sichi, to recess into executive session at 6:38 p.m.

The motion carried unanimously. The audience was excused at this time.

EXECUTIVE SESSION: Pursuant to A.R.S. §38-431.03(A)(3), the Board may vote to go into executive session for discussion or consultation for legal advice with the Attorney for the Board relating to National Park Service Right-of-Way.

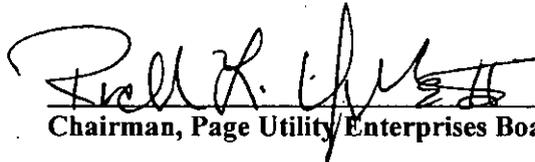
Reconvene: Chairman Yanke reconvened the meeting at 7:20 p.m.

New Business Cont'd: Discussion/Possible Action – National Park Service Right-of-Way: No discussion.

ANOUNCEMENTS: The next meeting will be on July 21, 2015.

ADJOURNMENT: With no further business, Chairman Yanke adjourned the meeting at 7:21 p.m.

APPROVED:


Chairman, Page Utility Enterprises Board

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
JUNE 17, 2015**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 p.m. on June 17, 2015 in the Page Public Library Conference Room in Page, Arizona. Chair Ron Macdonald presided. Vice Chair Cherie Zube' and member Regina Santelli were present. Members Ivan Cendese and Bunny Cochran were excused. Liaison to City Council, John Mayes was not present. Staff member present: City Attorney Joe Estes.

Chair Macdonald called the meeting to order at 5:25 p.m.

HEAR FROM THE CITIZENS:

Buddy Greisch addressed the Task Force, desiring a list of the pool of volunteers that work with the Task Force as well as Task Force goals. An explanation was given that there is not a list, but that the Task Force, to date, has collaborated with community entities on prevention projects or events such as the Long Boarding Club, Students Against Destructive Decisions (SADD), and Freshman Focus.

Larry Clark stated concerns regarding diminishing community participation at the Task Force meetings.

MINUTES

Regular Substance Abuse Task Force Meeting – May 20, 2015

Motion made by Member Zube' to approve the minutes. The motion was duly seconded by Member Santelli and passed upon a vote.

UNFINISHED BUSINESS

Discussion and possible action by the Substance Abuse Task Force pertaining to:

1. Policy on setting an alcohol tax on local sales of alcohol, to use the revenue for prevention and treatment programs

Discussion only with City Attorney Joe Estes remarking that he will look into such a proposal and see how it might be accomplished before reporting back to the Task Force.

NEW BUSINESS

1. Report by members attending the Northern Arizona Regional Behavioral Health Authority (NARBHA) sponsored prevention leadership conference in Flagstaff
Reports by members Zube' and Santelli regarding the information learned regarding prevention philosophy, leadership, coalition building, sustainability, veterans' needs, marketing prevention and prevention ethics.

ADJOURN: The meeting was adjourned at 6:00 p.m.



Chair Ron Macdonald



Secretary Bunny Cochran

**PAGE PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
July 7, 2015**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on July 7, 2015, in the Council Chambers at City Hall in Page, Arizona. Chair Leroy Wicklund presided. Pro-Tem, Larry Thowe and Commissioners Bubba Ketchersid, R. B. Ward, and Rob Peterson were present. Vice Chair Bill Justice was excused. City Council Liaison, Scott Sadler was present.

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

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

MINUTES

Regular Planning and Zoning Commission Meeting-June16, 2015

Motion made by Pro Tem Larry Thowe to approve the minutes. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

COMMUNICATIONS

None.

HEAR FROM THE CITIZENS

None.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

1. Discussion and possible action regarding a VHR Conditional Use Permit (CUP 15-6.15) Makida Kids, LLC/Deeann Otto.

Motion made by Pro Tem Larry Thowe to approve VHR CUP 15-6.15. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

2. Discussion and possible action regarding a renewal VHR Conditional Use Permit (CUP 13-7.17) Lake Powell Vacation Rentals/Paul Jones & Alissa Jansen.

Motion made by Commissioner R.B. Ward to approve the renewal of VHR CUP 13-7.17. The motion was duly seconded by Commissioner Rob Peterson and passed upon a vote.

3. Discussion and possible action regarding a renewal VHR Conditional Use Permit

Planning and Zoning Regular Meeting-July 7, 2015

(14-5.12) Carlee & Adam Dietrich.

Rob Peterson asked if all complaints for the past year are presented to the Planning and Zoning commission. Planning and Zoning Director said yes that all complaints are presented to the commission. Decisions on citations and complaints would be recommended to the City Manager by the commission for a final determination.

Motion made by Pro Tem Larry Thowe to approve the renewal of VHR CUP 14-5.12. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

4. Discussion and possible action regarding a renewal VHR Conditional Use Permit (14-6.9) LKN Black Properties LLC, Kori Black.

Motion made by Commissioner R.B. Ward to approve the renewal of VHR CUP 14-6.9. The motion was duly seconded by Commissioner Rob Peterson and passed upon a vote.

5. Community Development Director.

Community Development Director, Kim Johnson talked to the Planning and Zoning commission about City Council priorities. She stated the Planning and Zoning commission will be involved in planning, updates and land use for various projects to achieve the priorities.

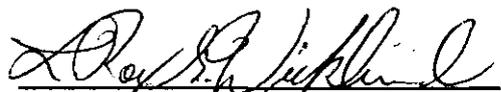
Alissa Jones, 32 19th Ave commented on one project involving city parks and gave input from Family Early Intervention Program participants. She said that the consensus was parents would rather have fewer parks as long as the ones we have are safe.

ADJOURN

Motion made by Commissioner R.B. Ward to adjourn the meeting at 6:07 p.m. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.



Robin Crowther
Planning and Zoning Director



Leroy Wicklund
Chair

**PAGE PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES
July 21, 2015**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on July 21, 2015, in the Council Chambers at City Hall in Page, Arizona. Chair Leroy Wicklund presided. Pro-Tem, Larry Thowe and Commissioners R. B. Ward, and Bubba Ketchersid were present. Vice Chair Bill Justice, and Commissioner Rob Peterson were excused. City Council Liaison, Scott Sadler was present.

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

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

MINUTES

Regular Planning and Zoning Commission Meeting-July 7, 2015

Motion made by Commissioner R.B. Ward to approve the minutes. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.

COMMUNICATIONS

None.

HEAR FROM THE CITIZENS

None.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

1. Discussion and possible action regarding a VHR Conditional Use Permit (CUP 15-7.7) Charles & Kathleen Manz.

Motion made by Pro Tem Larry Thowe to approve VHR CUP 15-7.7. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

2. Discussion and possible action regarding updates to Outdoor Vending Conditional Use Permit (CUP 15-5.12) My Lake Powell Fun.

Motion made by Commissioner R.B. Ward to approve the updates to CUP 15-5.12. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.

3. Discussion and possible action regarding a renewal VHR Conditional Use Permit

Planning and Zoning Regular Meeting-July 21, 2015

(13-5.21) PT Holdings, Vin Paitoon.

Motion made by Pro Tem Larry Thowe to approve renewal of VHR CUP 13-5.21. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

4. Discussion and possible action regarding a renewal VHR Conditional Use Permit (13-7.10) PT Holdings, Vin Paitoon.

Motion made by Commissioner R.B. Ward to approve renewal of VHR CUP 13-7.10. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.

5. Discussion and possible action regarding a renewal VHR Conditional Use Permit (13-7.11) PT Holdings, Vin Paitoon.

Motion made by Pro Tem Larry Thowe to approve renewal of VHR CUP 13-7.11. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

6. Discussion and possible action regarding a renewal VHR Conditional Use Permit (13-5.20) PT Holdings, Vin Paitoon.

Motion made by Commissioner R.B. Ward to approve renewal of VHR CUP 13-5.20. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.

7. Discussion and possible action regarding Planning and Zoning monthly meetings.

Motion made by Commissioner R.B. Ward to approve Planning and Zoning meetings be held once a month on the first Tuesday of the month at 5:30 p.m. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a vote.

8. Discussion and possible action regarding proposal to broadcast Planning and Zoning meetings.

Motion made by Pro Tem Larry Thowe to not recommend the broadcast of Planning and Zoning meetings. The motion was duly seconded by Commissioner R.B. Ward and lost upon a vote. Chair Leroy Wicklund and Commissioner Bubba Ketchersid voted against the motion and Pro Tem Larry Thowe and Commissioner R.B. Ward voting for the motion.

9. Annual Planning and Zoning Election of Officers

A. Election of Chairman

Motion made by Pro Tem Larry Thowe to nominate Leroy Wicklund as Chairman. The motion was duly seconded by Commissioner R.B. Ward and passed upon a vote.

Planning and Zoning Regular Meeting-July 21, 2015

B. Election of Vice Chairman

Motion made by Commissioner R.B. Ward to nominate Bill Justice as Vice Chairman. The motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.

C. Election of Pro Tem

Motion made by Commissioner R.B. Ward to nominate Larry Thowe as Pro Tem. The motion was duly seconded by Commissioner Bubba Ketchersid and passed upon a vote.

ADJOURN

Motion made by Commissioner R.B. Ward to adjourn the meeting at 6:04 p.m. The Motion was duly seconded by Pro Tem Larry Thowe and passed upon a vote.



Robin Crowther
Planning and Zoning Director



Leroy Wicklund
Chair

PROCLAMATION
"Child Support Awareness Month"

WHEREAS, children need parental support and stability from both parents for their financial, emotional and physical growth; and

WHEREAS, establishing strong partnerships between community and parents is necessary when it comes to identifying valuable resources for parents and caretakers; and

WHEREAS, community partnerships serve children and families through a variety of programs and targeted resources, which helps support Arizonans by promoting awareness of needs, and assistance to meet those needs, while encouraging individual responsibility and working towards greater self-sufficiency; and

WHEREAS, ensuring improved academic, occupational and literacy skills enables parents to be more competitive in the workforce, improves self-esteem, provides for better paying jobs and improves financial support for children; and

WHEREAS, children need to feel safe and secure in order to believe in themselves and know they have a future; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal accountability promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, an informed parent can help make the child support system work, and with the state, local and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

WHEREAS, with the focus on a change in culture, the Arizona Department of Economic Security Division of Child Support Services is committed to engaging with parents and families through improved accessibility, providing personal development and employment opportunities to assist Arizonans to reach their full potential, humbly serving Arizonans with excellence, respect, integrity and kindness, and being a champion for economic growth and opportunity.

NOW, THEREFORE, the Mayor and City Council of the City of Page, do hereby proclaim August 2015 as

CHILD SUPPORT AWARENESS MONTH

Dated this 12th day of August, 2015

William R. Diak, Mayor

ATTEST:

Kim L. Larson, City Clerk



Request for City Council Action

Title:	Public Hearing for Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern for a Series #12 (Restaurant) Liquor License		
Meeting Date:	August 12, 2015	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:	Liquor License Application
Prepared By:	Kim L. Larson	Presented By:	Mayor Diak
Reviewed By:		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 Liquor Licenses and Control Application for a Series #12 (Restaurant) Liquor License for Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern. In accordance with A.R.S. 4-201 (b) this public hearing has been scheduled to hear comments in favor or opposing the issuance of this of Liquor License.

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

ATTACHMENT:

Application for a Series #12 (Restaurant) Liquor License from Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern

FISCAL IMPACT:

None

SUGGESTED MOTION(S):

I move to open the Public Hearing.

I move to close the Public Hearing.



15 JUN 25 11:47 AM 1229

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

- SECTION 1 This application is for a:
[X] Interim Permit (Complete Section 5)
[X] New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
[] Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
[] Location Transfer (Bars and Liquor Stores Only)
[] Probate/ Will Assignment/ Divorce Decree
[] Government (Complete Sections 2, 3, 4, 10, 13, 16)
[] Seasonal

- SECTION 2 Type of Ownership:
[] J.T.W.R.O.S. (Complete Section 6)
[] Individual (Complete Section 6)
[] Partnership (Complete Section 6)
[] Corporation (Complete Section 7)
[X] Limited Liability Co (Complete Section 7)
[] Club (Complete Section 8)
[] Government (Complete Section 10)
[] Trust (Complete Section 6)
[] Tribe (Complete Section 6)
[] Other (Explain)

SECTION 3 Type of license

LICENSE # 12033383

1. Type of License: RESTAURANT

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: CRANSTON ADAM LEE PIOTR 121
Last First Middle

2. Owner Name: STATE 48 TAVERN, LLC B1054728
(Ownership name for type of ownership checked on section 2)

3. Business Name: STATE 48 TAVERN
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 614 N. NAVAJO DR PAGE AZ 86040 COCONINO B1001794
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: PO BOX 610 PAGE AZ 86040
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: (928) 645-1912 Daytime Contact Phone: (928) 614-9651

7. Email Address: adamcranston01@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? [X] Yes [] No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? [] Yes [X] No

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ N/A

Table with 5 columns: Fees, Department Use Only, Finger Prints, Total of All Fees. Includes handwritten amounts: Application \$100.00, Interim Permit \$100.00, Site Inspection \$50.00, Finger Prints \$44.00, Total of All Fees \$294.00. Also includes 'Accepted by: DW' and 'Date: 6/25/15'.

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12033084

Issue Date: 8/5/1999

Expiration Date: 5/31/2016

Issued To:

EVE E LIGON, Agent
ZAPATA'S ACC, Owner

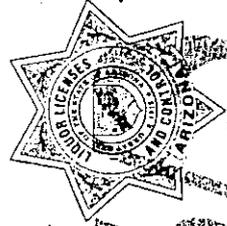
Restaurant

Mailing Address:

EVE E LIGON
ZAPATA'S ACC
PINCIOTTI'S ITALIAN CUISINE
P O BOX 3493
PAGE, AZ 86040

Location:

PINCIOTTI'S ITALIAN CUISINE
614 N NAVAJO DR
PAGE, AZ 86040



EXP 5/31/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

LLC. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ L.L.C.: STATE 48 TAVERN LLC
- Date Incorporated/Organized: 4-08-2015 State where Incorporated/Organized: ARIZONA
- AZ Corporation or AZ LLC File No: L19964790 Date authorized to do Business in AZ: 4/8/2015
- Is Corp/LLC. Non Profit? Yes No
- List Directors, Officers, Members in Corporation/LLC:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
CRANSTON	ADAM	LEE	MEMBER	PO BOX 1223	PAGE	AZ	86040
			MEMBER ^{OFFICER}				
THOMPSON	TROY	NATHAN	MEMBER	PO BOX 610	PAGE	AZ	86040

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code
CRANSTON	ADAM	LEE	50	PO BOX 1223	PAGE	AZ	86040
THOMPSON	TROY	NATHAN	50	PO BOX 610	PAGE	AZ	86040

(Attach additional sheet if necessary)

7. If the corporation/ LLC are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____

2. Is Club non-profit? Yes No

3. List all controlling members (minimum of four (4) required)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____

2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____

Address: _____

(Exactly as it appears on license)

2. New Business: Name: _____

Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

15 JUN 25 Lic. Lic. PM12:29

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____
Day Month Year

My commission expires on _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: _____
(if less than one (1) mile note footage)

Address: _____

Name of School: _____

2. Distance to nearest Church: _____
(if less than one (1) mile note footage)

Address: _____

Name of Church: _____

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: JOE LIGON AND EVE LIGON
Address: 1524 20TH AVE PAGE AZ 86040
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ [REDACTED]

4. What is the remaining length of the lease? 1 yrs 0 months

5. What is the penalty if the lease is not fulfilled? \$ LOSE DOWN PAYMENT or other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

RESTAURANT

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:

License #: 12033084 Individual Owner /Agent Name: EVE E. LIGON
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

Adam J. Crawford
(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

AJC
(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- | | | | |
|---|--|--------|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: | <input checked="" type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows | | <input type="checkbox"/> Non Contiguous |

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? 6-26-2015
Month/Day/Year
2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

AJC
(Applicant's initials)

SECTION 16 Diagram of Premises – continued

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6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

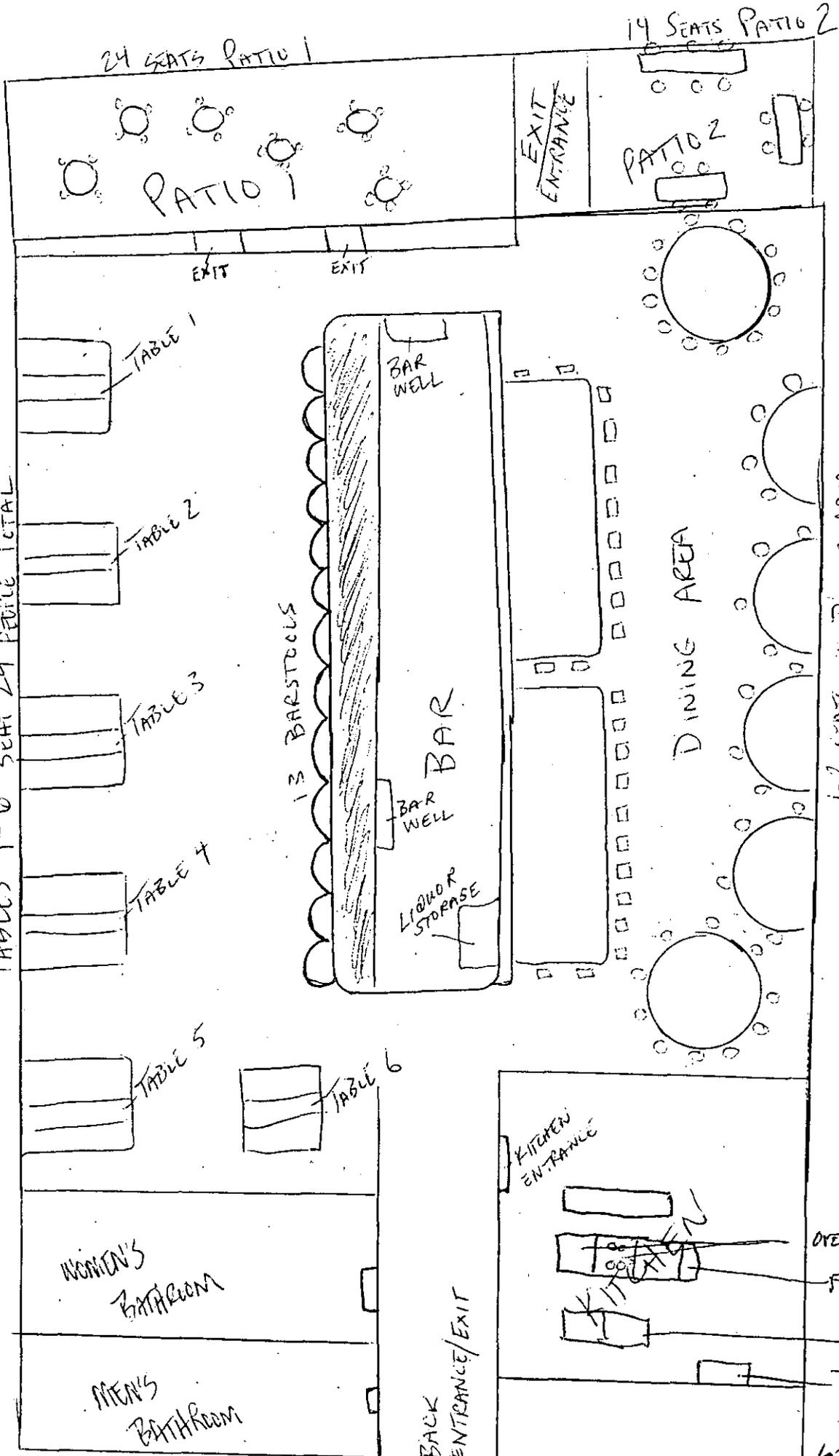
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



TOTAL SQUARE FOOTAGE - 4,000 SQ FT

N
+
E
S



124 SEATS
TOTAL

ALCOHOL WILL
BE SERVED
ON BOTH
PATIOS, BAR,
TABLES 1-6,
AND DINING
AREA.

*15 JUN 25 1991 Lic. #12229

STATE 48 TAVEN

SECTION 17 SIGNATURE BLOCK

I ADAM LEE CRANSTON hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.
(Print Full Name)

I have read this application and verify all statements to be true, correct and complete.

x Adam Cranston
(Signature)

State of AZ County of MARICOPA



The foregoing instrument was acknowledged before me this

25 of JUNE, 2015

Day Month Year

Debbie Wunderly
Signature of NOTARY PUBLIC

My commission expires on: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Request for City Council Action

Title:	Request for Liquor License Series #12 for Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern		
Meeting Date:	August 12, 2015	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	Presented By:	Mayor Diak
Reviewed By:		Approved By:	
Proposed Action:	Approve the Arizona Department of Liquor Licenses and Control Application for a Series 12 (Restaurant) Liquor License Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern		

BACKGROUND:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for a Series 12 (Restaurant) Liquor License for Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern. As required by Arizona Revised Statutes, the Public Hearing was held during an earlier portion of this meeting.

The Arizona Department of Liquor Licenses and Control 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 Liquor Licenses and Control Application for a Series 12 (Restaurant) Liquor License for Adam Lee Cranston / State 48 Tavern L.L.C. dba State 48 Tavern.



Request for City Council Action

Title:	Discussion and Possible Action as to Adoption Agreement for K-9 Bruiser		
Meeting Date:	August 12, 2015	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 No. 1149-15 and Adoption Agreement
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	Chief of Police and City Attorney	Approved By:	Chief of Police and City Attorney
Proposed Action:	Adoption of Resolution No. 1149-15 approving the Adoption Agreement for K-9 Bruiser		

BACKGROUND: Officer William Mendez was the officer-handler for the City of Page Police Department's K-9 Black Labrador Retriever, Bruiser #599. Officer Mendez recently moved out of State and resigned from the Page Police Department. Following Officer Mendez' departure, Bruiser #599 was retired from service due to age, potential service life, and certification and training costs for a new officer-handler as it will be more cost effective for the Police Department to obtain a new K-9, which can be trained as a dual purpose dog and will have a full service life. Cassandra Klain, the Chief of Police's administrative assistant, wishes to adopt Bruiser #599 as her personal pet.

BUDGET IMPACT: None.

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

- I move to introduce Resolution 1149-15 by title only
- I move to adopt Resolution 1149-15

RESOLUTION NO. 1149-15

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AUTHORIZING THE CITY OF PAGE TO ENTER INTO AN ADOPTION AGREEMENT WITH CASSANDRA KLAIN FOR THE ADOPTION OF A RETIRED POLICE CANINE.

WHEREAS, Officer William Mendez was the officer-handler for the City of Page Police Department's K-9 Black Labrador Retriever, Bruiser #599; and

WHEREAS, Officer Mendez moved out of State and resigned from the Page Police Department; and

WHEREAS, following Officer Mendez' departure, Bruiser #599 was retired from service due to age, potential service life, and certification and training costs for a new officer-handler; and

WHEREAS, Cassandra Klain, the Chief of Police's administrative assistant wishes to adopt Bruiser #599 as her personal pet; and

WHEREAS, the City of Page wishes to enter an Adoption Agreement, attached hereto as Exhibit "A" and made part hereof, with Cassandra Klain for the adoption of Bruiser #599, a retired police canine.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Page, amending the City of Page Investment Policy as follows:

The City of Page is authorized to enter into an Adoption Agreement with Cassandra Klain for the adoption of Bruiser #599, a retired police canine.

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

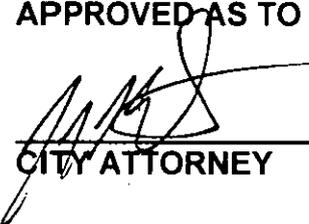
By _____
Mayor

Resolution No. 1149-15
Page 2

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT "A"

CITY OF PAGE POLICE DEPARTMENT K-9 ADOPTION AGREEMENT

This Adoption Agreement (the “**Agreement**”) is entered into between and among the CITY OF PAGE, an Arizona municipal corporation organized and existing under the laws of the State of Arizona and Cassandra Klain.

RECITALS

WHEREAS, Officer William Mendez was the officer-handler for the City of Page Police Department’s K-9 Black Labrador Retriever, Bruiser #599; and

WHEREAS, Officer Mendez moved out of State and resigned from the Page Police Department; and

WHEREAS, following Officer Mendez’ departure, Bruiser #599 was retired from service due to age, potential service life, and certification and training costs for a new officer-handler; and

WHEREAS, Cassandra Klain, the Chief of Police’s administrative assistant wishes to adopt Bruiser #599 as her personal pet; and

WHEREAS, it is in the City of Page’s best interest to insure the safe and appropriate disposition and the future long-term care of its retired police canines; and

WHEREAS, the City of Page wishes to make Bruiser #599 available for adoption by Cassandra Klain; and

WHEREAS, the City of Page and Cassandra Klain enter this Adoption Agreement according to the terms set forth below:

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby warrant, represent, acknowledge, covenant, and agree as follows:

AGREEMENT

1. Cassandra Klain acknowledges receiving from the City of Page Police Department one (1) Black Labrador Retriever named Bruiser #599, and hereby assumes full responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Bruiser after the effective date of this Agreement.

2. Cassandra Klain further releases and forever discharges the City of Page against all claims, known or unknown that she may have in the future concerning any actions of Bruiser.

3. Cassandra Klain agrees to indemnify and save the City of Page harmless against all claims, suits, actions or complaints of any type associated in any manner with Bruiser and/or acts or omission of Cassandra Klain, relating to Bruiser after the effective date of this Agreement.

4. Cassandra Klain acknowledges and agrees that she has no claim whatsoever against the City of Page, of any type, relating in any manner to Bruiser, which arose prior to the effective date of this Agreement.

5. Cassandra Klain warrants and represents that she has suitable accommodations at her residence for the care and keeping of Bruiser and will take reasonable steps to assure that Bruiser will continue to have suitable accommodations at her residence for the care and keeping of Bruiser in the future.

6. Cassandra Klain acknowledges and agrees that Bruiser shall not be used for law enforcement purposes and/or personal gain.

IN WITNESS WHEREOF, the parties hereto have executed this Adoption Agreement, or caused the same to be executed on their behalf by their duly authorized corporate officers or officials, effective as of the 15th day of JULY, 2015.



City Manager



Chief of Police



Cassandra Klain



Request for City Council Action

Title:	Discussion and Possible Action as to Assignment of Ground Lease with Zapata's, A.C.C. to State 48 Tavern, LLC		
Meeting Date:	August 12, 2015	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 Attorney	Supporting Documents:	Ground Lease Assignment and original Ground Lease with amendments
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Approval of Assignment of Ground Lease Agreement		

BACKGROUND: Zapata's has a twenty (20) year ground lease for the sidewalk frontage in front of its restaurant, consisting of approximately 154.64 square feet. Zapata's recently acquired the adjoining building and expanded its restaurant and on April 8, 2015 obtained an amendment to the ground lease to extent its lease of the sidewalk to include that portion of the sidewalk that is in front of the newly acquired building, an additional 154.64 square feet. Zapata's has entered into an agreement with State 48 Tavern, LLC for the restaurant and now desires to assign the ground lease and amendment thereto to State 48 Tavern, LLC.

BUDGET IMPACT: None.

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

- I move to approve the Assignment of Ground Lease Agreement between the City of Page and Zapata's, A.C.C. to State 48 Tavern, LLC and authorize the Mayor to execute the necessary documents.

ASSIGNMENT OF GROUND LEASE AGREEMENT

This Assignment of Ground Lease Agreement (hereinafter the "**Assignment Agreement**") is made and entered into this ____ day of _____, 2015, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "**Lessor**"), Zapata's, A.C.C., (the "**Assignor**") and State 48 Tavern, LLC (the "**Assignee**").

RECITALS

WHEREAS, Assignor entered into a Ground Lease Agreement (hereinafter "**Lease Agreement**"), with the Lessor on the 15th day of December, 2000; and

WHEREAS, thereafter, on April 8, 2015, Assignor entered into an Amendment of Ground Lease Agreement (hereinafter the "**Amended Lease Agreement**"), adding an additional 154.64 square feet to the Lease Agreement, a copy of which is attached hereto as Exhibit "A," and incorporated herein; and

WHEREAS, the Lease Agreement permits assignment under Section 10.1, with Lessor's written consent "which Lessor shall not unreasonably withhold;" and

WHEREAS, Section 10.2 of the Lease Agreement states that "[r]egardless of Lessor's consent, no subletting or assignment shall release [Assignor] of [Assignor's] obligation or alter the primary liability of [Assignor] to pay the rent and to perform all other obligations to be performed by [Assignor] hereunder;" and

WHEREAS, Assignor has entered into an agreement with Assignee for the property adjacent to the ground lease and now desires to assign the Lease Agreement and Amended Lease Agreement to Assignee in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual recitals, and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to assign the Lease Agreement and Amended Lease Agreement as follows:

- A. The City of Page does hereby consent to the assignment of the Lease Agreement and Amended Lease Agreement between the City of Page and Zapata's, A.C.C. to State 48 Tavern, LLC, subject to all terms and conditions of the Lease Agreement and the Amended Lease Agreement.
- B. All terms and conditions of the Lease Agreement and Amended Lease Agreement shall remain in full force and effect as to both Assignor and Assignee and shall in no way amend, modify, alter or otherwise change any provision, clause, right, or duty set forth in the said Lease Agreement and Amended Lease Agreement, unless expressly stated herein.

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

CITY OF PAGE

ZAPATA'S, A.C.C.

BY: _____
ITS: _____

BY: _____
ITS: _____

STATE 48 TAVERN, LLC

BY: _____
ITS: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT "A"

AMENDMENT OF GROUND LEASE AGREEMENT

This Amendment of Ground Lease Agreement (hereinafter the "Amendment") is made and entered into this 2nd day of April, 2015, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Lessor"), and Zapata's, A.C.C., (the "Lessee").

RECITALS

WHEREAS, the current Ground Lease Agreement (hereinafter "Lease Agreement"), entered into by the parties on the 15th day of December, 2000, a copy of which is attached hereto as Exhibit "A," and incorporated herein, permits modification under Section 11.4 by a "writing signed by all the parties to [the] Lease Agreement"; and

WHEREAS, the Lease Agreement provides for the ground lease of approximately 154.64 square feet in front of Lessee's restaurant and is being used for outdoor seating and patio space;

WHEREAS, Lessee has purchased the adjacent building and now desires to increase its outdoor seating and patio space to encompass that area in front of the new property, which is approximately an additional 154.64 square feet as more particularly described in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, the Lease Agreement has an initial term of 20 years, expiring on December 15, 2020, with options to extend the Lease Agreement for two (2) additional five (5) year terms, through December 15, 2030

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual recitals, and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Ground Lease Agreement as follows:

- A. Lessee agrees to pay an additional amount of \$475.67 per year in exchange for the additional 154.64 square feet of ground lease, plus applicable taxes for a total additional annual payment of \$491.37.
- B. Exhibit B, attached hereto, is an accurate depiction and description of additional square footage to be leased as of the effective date of this Amendment.
- C. Lessee acknowledges that due to the increases in total space leased that the current amount that Lessee shall pay in rent shall increase from \$491.37 per year to \$982.74 per year and that due to the increase in total square footage leased that the real property taxes applicable to the Premises and sales and use taxes

applicable to the rental of the Premises increased respectively and that rental amount is subject to annual adjustments as provided for in the Lease Agreement.

- D. For purposes of adjusting the rental rate based on the "Consumer Price Index, United States Average All Items and Food" as set forth in Section 1.3 of the Lease Agreement, the new amount in rent shall now be deemed to commence on January 1, 2015. This shall in no way amend the term of the Lease as set forth in the Lease Agreement.
- E. Payment by Lessee is due and payable within twenty (20) days of receipt of the invoice. If payment is not received within the 20 day period, a late fee of \$5.00 per day shall be assessed until the lease payment is paid in full.
- F. Lessee shall maintain its corporate status in good standing with the Arizona Corporation Commission at all times during the term of the Lease Agreement. A violation of this provision shall constitute grounds for immediate termination of the Lease Agreement together with this Amendment.
- G. All other terms and conditions of the Lease Agreement shall remain in full force and effect and this Amendment shall in no way amend, modify, alter or otherwise change any provision, clause, right, or duty set forth in the said Lease Agreement, unless expressly stated herein.

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

CITY OF PAGE

ZAPATA'S, A.C.C.

BY: William R. Deak
ITS: Mayor

BY: [Signature]
ITS: Vice President

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

2015 00025

EXHIBIT "A"

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, dated the 15th day of December, 2000, by and between the CITY OF PAGE, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as Lessor and ZAPATA'S ACC, hereinafter referred to as Lessee.

WITNESSETH:

DEMISE:

Lessor, in consideration of the rents to be paid, and the covenants and agreements to be performed by Lessee pursuant to this Lease Agreement, hereby leases unto Lessee, upon the terms and conditions hereinafter set forth in this Lease Agreement, certain premises (hereinafter referred to as "demised premises" or "said premises") located in the City of Page, State of Arizona, more particularly described in Attachment A.

TERM:

The term of this lease shall be for a period of Twenty (20) Years COMMENCING the 15th date of December, 2000 and ending the 15th day of December, 2020. The Lessee shall have the option to extend this lease for two (2) further terms of five (5) years each from the 15th day of December, 2020, to the 15th day of December, 2025 and from the 15th day of December, 2025, to the 15th day of December, 2030 provided the Lessee shall give to the Lessor on or before sixty (60) days prior to the expiration of any such term created hereby, a written notice of its election to take such extension.

ARTICLE I
RENT

1.1 Rental shall accrue hereunder from the 15th day of December, 2000, hereinafter known as the "commencement date".

1.2 Lessee shall annually, on or before the commencement date hereof and each year thereafter on or before the anniversary of the commencement date, pay to Lessor a rental payment for the entire one year period of Three Hundred and Sixty Dollars and no cents (\$360.00). Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

1.3 COST OF LIVING ADJUSTMENT. The Lessor shall deliver to the Lessee, a copy of the "Consumer Price Index, United States Average All Items and Food" published in the monthly labor review of the Bureau of Labor Statistics of the United States Department of Labor, for all items included therein for the month ending December, 2000, hereinafter

called base month. Each year thereafter, Lessor shall furnish to Lessee a true copy of the Index for the month of December of that year. If the Index for such month following December, 2000, shows a decrease in the purchasing power of the rent provided above, the rent shall be increased by the percentage of decrease in purchasing power as compared to the base month. The Lessor shall, as soon as possible, after the delivery of each Index following the Index for the base month, furnish to the Lessee its computation for additional rent due by reason of said decrease in purchasing power, and such additional rent shall be due within fifteen (15) days after receipt by Lessee of such calculation. It is understood that such calculation of additional rent due will be some time after the anniversary of the base month, but Lessee shall nevertheless be liable to Lessor for the additional rent due from and after the base month.

It is further agreed that each annual installment for rent shall only be increased by the provisions of this paragraph and shall not be decreased below the monthly rental installment as provided by the first paragraph of this section (1.2).

If at any time the Index is no longer published or issued, or if at that time either the Lessor or the Lessee is of the opinion that the Index does not accurately reflect, in relationship to the base month, the purchasing power of any monthly rental installment, the parties shall use such other Index as is then generally recognized and accepted for similar determination of purchasing power.

1.4 In addition to rent Lessor shall pay all real property taxes applicable to the Premises and sales and use taxes applicable to the rental of the premises.

(a) Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause said fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

(b) If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

(c) Lessee shall pay for all gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises or in the name of Lessor.

(d) 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 Premises. 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 equal to 10% of such overdue amount. 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.

(e) At the commencement of this lease the Lessee shall pay to Lessor a one time fee of \$3000.00 as and for the Lessor's expense of having the premises appraised.

ARTICLE II USE AND CARE OF PREMISES

2.1 The demised premises may be used and occupied for the purpose of erecting and maintaining an outdoor dining facility in conjunction with Lessee's indoor dining. All buildings and equipment presently installed upon the demised premises are to remain the property of Lessee.

2.2 All property kept, stored, or maintained within the demised premises by Lessee shall be at no risk to the Lessor.

2.3 Lessee, at Lessee's expense, shall keep in good order, condition and repair, the Premises and every part thereof. Further, Lessee shall keep the demised premises free from weeds, waste, or nuisance.

2.4 Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

2.5 Lessee hereby accepts the Premises in its condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any

representation or warranty as to the suitability of the Premises for the conduct of Lessee's business.

ARTICLE III
MAINTENANCE AND REPAIR OF PREMISES

At the expiration of this Lease, Lessee shall surrender the premises in good condition, reasonable wear and tear, loss by fire, or other unavoidable casualty excepted.

ARTICLE IV
ALTERATIONS AND FIXTURES

Lessee shall have the right to make any alterations, additions, or improvements to the demised premises in conjunction with its use of said premises without the prior consent of Lessor. All alterations, additions, improvements and fixtures, which may be made or installed by Lessee upon the said premises shall remain the property of Lessee. At the termination or expiration of this Lease Agreement, Lessee shall remove said additions and improvements or negotiate their sale to Lessor and restore the demised premises to its original condition at Lessee's expense, normal wear and tear excepted.

ARTICLE V
INSURANCE AND INDEMNITY

5.1 Lessee hereby agrees to indemnify and hold Lessor harmless from all loss, damage, expense or liability arising from the use of the property by Lessee, Lessee's subtenants, guests, and invitees. Lessor agrees to indemnify and hold harmless Lessee from all loss, damage or expense arising from Lessor's negligence.

5.2 In the event it is necessary for either party hereto to employ the services of an attorney to enforce its rights under this agreement, the party, successful in enforcing its rights shall be entitled to reimbursement from the other party for reasonable attorney fees.

5.3 Lessee shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring Lessor from all claims, demands, or actions arising out of Lessee's use and occupancy of the demised premises, the public liability insurance to have limits of liability of not less than \$1,000,000 for injury to or death of one person and \$1,000,000 for injury to or death of more than one person in any one accident. Lessee shall provide a Certificate of insurance to Lessor as evidence of such insurance and name the Lessor as an additional named insured. In lieu of providing for all or any specified insurance coverage by policy.

5.4 Lessee and Lessor each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control,

where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease.

5.5 Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises is located.

ARTICLE VI
ACCESS TO PREMISES

Lessor shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, alterations, or additions to adjacent premises or to the demised premises.

ARTICLE VII
DAMAGE BY CASUALTY

Each party hereto waives the entire right of recovery each may have against the other on account of loss or damage occasioned to the demised premises and property in and about the demised premises arising from any cause which could be insured against by fire and extended coverage insurance whether or not such insurance is in force.

ARTICLE VIII
HOLDING OVER AND EXTENSION OF TERM

In the event Lessee remains in possession of the herein leased premises 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 tenant from month to month at a rental equal to the rental herein provided, and otherwise subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month to month tenancy.

ARTICLE IX
NOTICES

Notices under this Lease Agreement shall be in writing and shall be deemed to be properly served if delivered to, or if deposited in the Post Office, registered or certified mail, postpaid, and to the party for whom intended, as follows:

Lessor: CITY OF PAGE
P. O. Box 1180
Page, Arizona 86040
(520) 645-8861

Lessee: ZAPATA'S ACC
P.O. Box 3493
Page, Arizona 86040
(520) 645-9006

ARTICLE X
ASSIGNMENT AND SUBLETTING

10.1 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 Premises, 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 and shall constitute a breach of this Lease.

10.2 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. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

10.3 In the event that Lessor shall consent to a sublease or assignment under Paragraph 11.1, Lessee shall pay Lessor's reasonable attorney fees not to exceed \$100 incurred in connection with giving such consent.

//

ARTICLE XI
MISCELLANEOUS

11.1 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. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

11.2 The provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

11.3 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

11.4 This instrument contains all of the agreements and conditions made between the parties to this Lease Agreement 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 Agreement or their respective successors in interest.

11.5 The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises by Lessee.

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due; Lessee hereby waives any statutory notice of default for non-payment of rent.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph (b) above, where such failure shall continue for a period of 30 days after written notice hereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

11.6 In the event of any such material default or breach by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount of which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 20% per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (i) retaking possession of the Premises and recovering from Lessee the amount specified in this Paragraph or (ii) proceeding under Paragraph 12.7(b).

(b) Maintain Lessee's right to possession, in which case, this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's right and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Arizona.

11.7 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor

shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same completion.

11.8 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

11.9 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at 20% per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

11.10 Time of Essence. This is of the essence.

11.11 Captions. Article and paragraph captions are not a part hereof.

11.12a Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. 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.

11.12b Waivers. 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. Should Lessor fail to enforce any provision of this lease, such failure to enforce such provision shall not be deemed a waiver thereof and Lessor may reinstate such provision at any time by written notice thereof to the Lessee. Fifteen days after such notice Lessor may enforce such provision from and after said notice which such provision shall then be deemed to be fully in force.

11.13 Recording. Lessee shall not record this Lease without Lessor's prior written consent, and such recordation shall, at the option of Lessor, constitute a non-curable default of Lessee hereunder. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

11.14 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.

11.15 Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

2015 00025

11.16 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions hereof, this Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of Arizona.

DATED this 26 day of October, 2000.

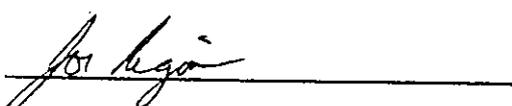
CITY OF PAGE

BY:  _____

ATTEST:


CITY CLERK

ZAPATA'S ACC

BY:  _____

ATTEST:

Approved as to form:


CHARLES W. STODDARD III
City Attorney

LEASE PARCEL (Zapata's)

Brass Cap
Lake Powell Blvd & N. Navajo Drive

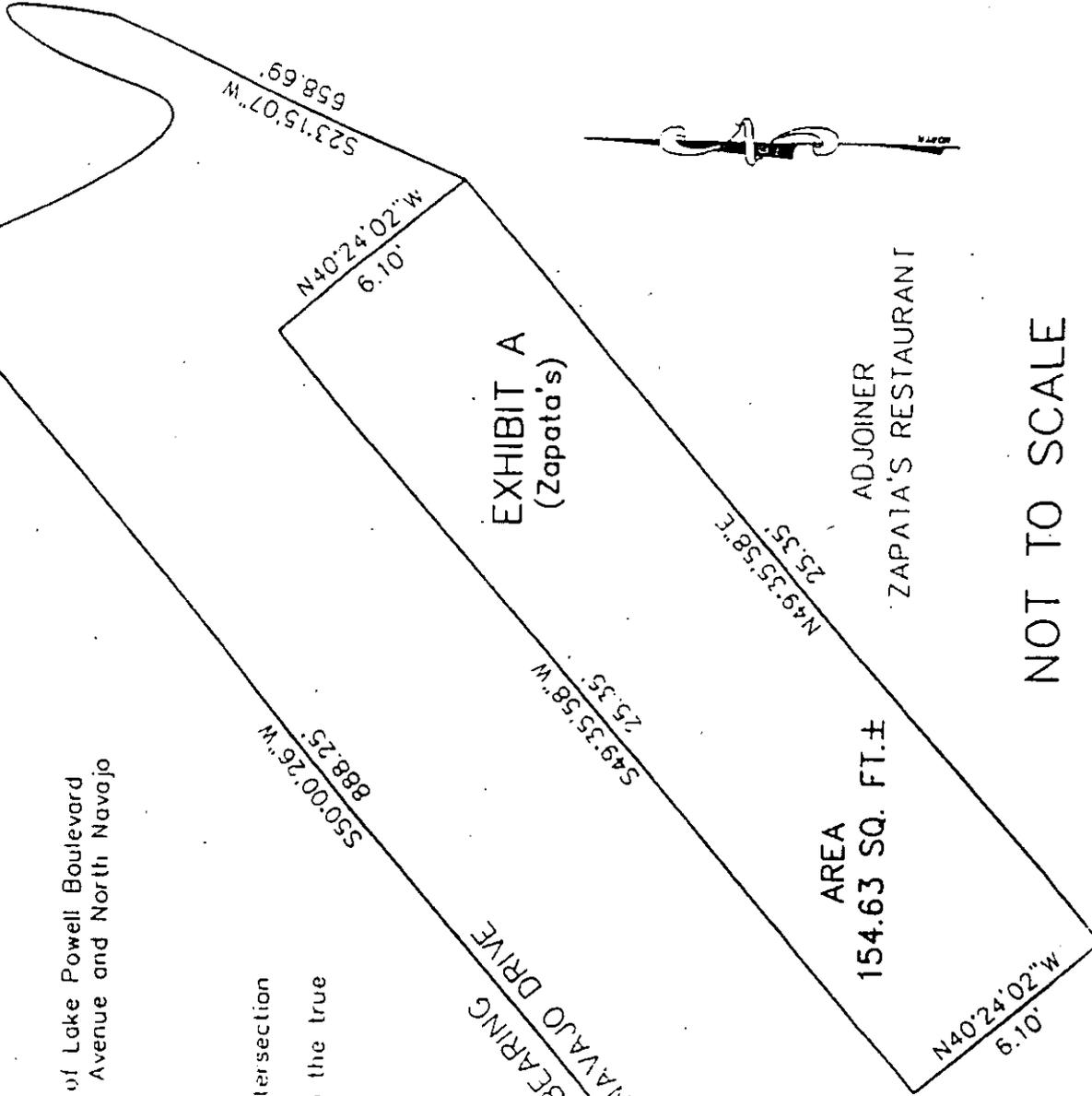
BASIS OF BEARING

The line between the brass caps at the intersection of Lake Powell Boulevard and North Navajo Drive and the intersection of Sixth Avenue and North Navajo Drive, which bears S 50° 00' 26" W.

LEGAL DESCRIPTION

EXHIBIT A:

Beginning at a point, which is a brass cap at the intersection of Lake Powell Boulevard and North Navajo Drive;
 Thence S 23° 15' 07" W for a distance of 658.69'; to the true Point of Beginning for EXHIBIT A;
 thence N 40° 24' 02" W for a distance of 6.10';
 thence S 49° 35' 58" W for a distance of 25.35';
 thence S 40° 24' 02" E for a distance of 6.10';
 thence N 49° 35' 58" E for a distance of 25.35';
 returning to the Point of Beginning, said Exhibit A contains 154.63 sq. ft., more or less.



NOT TO SCALE

Brass Cap
Sixth Avenue & N. Navajo Drive

2015 00025

EXHIBIT "B"

2015 00025

LEASE PARCEL ZAPATA'S RESTAURANT

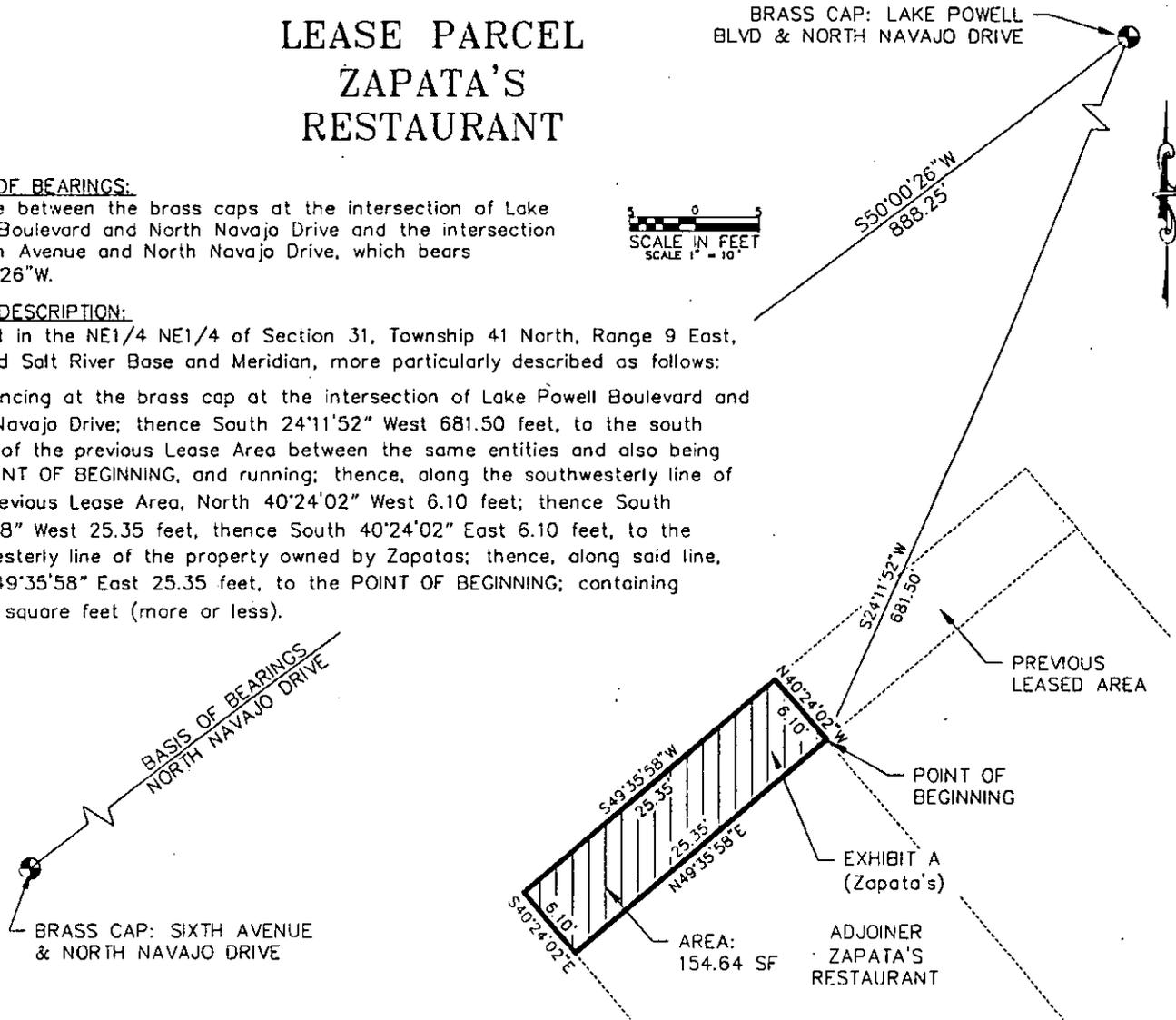
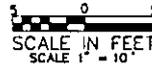
BASIS OF BEARINGS:

The line between the brass caps at the intersection of Lake Powell Boulevard and North Navajo Drive and the intersection of Sixth Avenue and North Navajo Drive, which bears S50°00'26"W.

LEGAL DESCRIPTION:

Located in the NE1/4 NE1/4 of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as follows:

Commencing at the brass cap at the intersection of Lake Powell Boulevard and North Navajo Drive; thence South 24°11'52" West 681.50 feet, to the south corner of the previous Lease Area between the same entities and also being the POINT OF BEGINNING, and running; thence, along the southwesterly line of said previous Lease Area, North 40°24'02" West 6.10 feet; thence South 49°35'58" West 25.35 feet, thence South 40°24'02" East 6.10 feet, to the northwesterly line of the property owned by Zapatas; thence, along said line, North 49°35'58" East 25.35 feet, to the POINT OF BEGINNING; containing 154.64 square feet (more or less).



BRASS CAP: SIXTH AVENUE & NORTH NAVAJO DRIVE

BRASS CAP: LAKE POWELL BLVD & NORTH NAVAJO DRIVE

BASIS OF BEARINGS
NORTH NAVAJO DRIVE

PREVIOUS LEASED AREA

POINT OF BEGINNING

EXHIBIT A (Zapata's)

ADJOINER ZAPATA'S RESTAURANT

AREA: 154.64 SF



A R I Z O N A
THE CENTER OF CANYON COUNTRY

Request for City Council Action

Title:	Page Public Library Board Appointment		
Meeting Date:	August 12, 2015	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 Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Application
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint _____ to the Page Public Library Board		

BACKGROUND:

There are two (2) vacancies on the Page Public Library Board. An application to be on the Board was received from Cheri Brown.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint Cheri Brown to the Page Public Library Board with a term ending June 2018.

15 JUL 20 AM 11:47



CITY OF PAGE BOARD APPOINTMENT APPLICATION

Name: CHERI BROWN	Date: 7-19-15
Street Address: 908 CATHEDRAL	P.O. Box 1453
City: PAGE	State Zip: 86040
Work Phone 928-608-0262	Fax:
Home Phone: 316-258-3836	E-Mail: fbcmanger

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

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

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

I am the manager for the Family Bargain Center. We work with families who are in need of clothing, shoes & household items. I would like to continue being involved in helping families. *Cheri Brown*

Signature:

Questionnaire for Board Candidates

Name:	CHERI BROWN
Board(s) for which you are applying:	Library Board

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

I want to be involved in a family service board. I have always enjoyed books and want to see kids reading and learning from books not ~~at~~ just the internet. I have been manager for a little over a year; before was Asst. for 3 yrs.

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

Every board needs to be accountable for their actions. I believe the Library Board should be accountable to the City Council, but able to make it's own decisions.

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

Creating more interest in reading books for the community, more interaction with like-minded businesses and agencies. ~~Is~~ Is there a winter reading program? (Like the summer?)

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

I am a hard worker and enjoy people. On the negative, my job consumes a lot of my time during the days.

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

I like working with people towards a common goal of serving others.

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



Request for City Council Action

Title:	Amending Planning and Zoning Commission By-laws		
Meeting Date:	August 12, 2015	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 Boards	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Planning and Zoning	Supporting Documents:	Bylaws
Prepared By:	Kim Johnson, Community Development Director	Presented By:	Community Development Director
Reviewed By:		Approved By:	
Proposed Action:	Motion to amend the Planning and Zoning Commission Bylaws		

BACKGROUND:

At the July 21, 2015 Planning and Zoning Commission Meeting, the Commission discussed eliminating one of its two meetings per month. The Commission directed staff to amend the Planning and Zoning Commission Bylaws to change the meeting dates from the first and third Tuesday of each month to the first Tuesday of each month.

In reviewing the By-laws, staff determined that the following additional changes are necessary:

- Section 2.1 Regular Meetings.
 - Change regular meeting to first Tuesday of each month;
 - Change meeting time from 6:30 p.m. to 5:30 p.m. to reflect current practice. The Commission changed its meeting time a while back; however, the By-laws were not amended and approved by City Council.
- Section 2.6 Order of Business. Change the order of business to reflect current practice as follows:
 - Call to Order-*No Change*
 - Roll Call-*No Change*
 - Priority List. Commission May consider items on the priority list. Commission may add or remove items. *This item is not on the current Agenda, and will be added for future meetings. It should be noted that the Commission has not currently identified its own Priorities; however, may in the future.*
 - Approval of Minutes-*No Change*
 - Audience and Communications-*The By-laws will be changed to reflect current language on agendas which is "Communications" and "Hear from the Citizens", and to give each its own number.*
 - *The By-Laws will be changed to include a Public Hearing section to reflect current practice, and to give it a number.*
 - Unfinished Business-*No Change except numbering*
 - New Business-*No Change except numbering*
 - Questions and/or Discussion-*This section is being eliminated due to current open meeting law standards.*
 - Adjournment-*No Change except numbering*

BUDGET IMPACT:

None

ALTERNATIVES CONSIDERED:

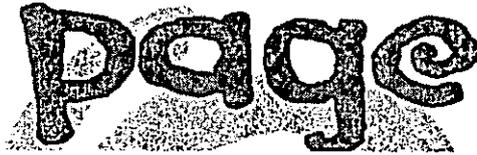
N/A

ADVISORY BOARD RECOMMENDATION:

The Planning and Zoning Commission voted to recommend that its Bylaws be amended as recommended by staff .

STAFF RECOMMENDATION:

I move to approve amendments to the Planning and Zoning Commission Bylaws as recommended.



PLANNING & ZONING COMMISSION BYLAWS

SECTION 1: GENERAL

- 1.1 **Establishment:** The Planning and Zoning Commission is established by Section 2.6.1 of the Municipal Code.
- 1.2 **Purpose:** To formulate, create and administer any lawful plan duly adopted by the governing body for the present and future growth of the city pertaining to the use of land and buildings for any purpose, together with all incidental activities usually associated therewith and commonly known as "Planning and Zoning"; to make or cause to be made a continuous study of the best present and future use to which land and buildings shall be put within the town and in cooperation with adjacent areas; to recommend to the governing body revisions in such plans which, in the opinion of the Commission, are for the best interest of the citizens of the town; to promulgate rules of procedure and to supervise the enforcement of rules so promulgated by the commission and approved by the governing body.
- 1.3 **Parliamentary Procedure:** Meetings of the Commission shall be governed to Robert's Rules of Order (the pertinent edition of which may be designated by the Chairperson).

SECTION 2: MEETINGS

- 2.1 **Regular Meetings:** THE REGULAR MEETING SHALL BE HELD THE FIRST TUESDAY OF EACH MONTH AT THE HOUR OF 5:30 P.M. AT CITY HALL. ~~Regular Meetings. The regular meeting shall be held the first and third Tuesday of each month at the hour of 6:30 p.m. at the City Hall.~~
- 2.2 **Special Meetings:** Special meetings may be called by the Chairperson or in his absence the vice-chairperson. In addition, any three members of the commission may make written request to the chairperson for a special meeting and in the event such meeting is not called, such members may call such special meeting. No special meeting may be set beyond the next regular meeting.
- 2.3 **Annual Meeting:** The annual meeting of the Planning and Zoning Commission shall be the first regular meeting in July.

- 2.4 **Notice of Meetings:** Notice of all meetings will be posted at least 24 hours in advance and, whenever possible, notices and agenda will be mailed to Commission members at least four days in advance.
- 2.5 **Place of Meeting:** The place of meeting shall be City Hall unless otherwise stated in the call.
- 2.6 **Order of Business:** The following shall be the order of business of the Commission, but the rules may be suspended and any matters considered or postponed by action of the Commission.
1. Call to Order
 2. Roll Call
 3. Priority List. Commission may consider items on the priority list. Commission may add or remove items.
 4. Approval of Minutes
 5. ~~Audience and Communications~~
 6. ~~Unfinished Business~~
 6. HEAR FROM THE CITIZENS
 7. ~~New Business~~
 7. PUBLIC HEARING
 8. ~~Questions and/or Discussion~~
 8. UNFINISHED BUSINESS
 9. ~~Adjournment~~
 9. NEW BUSINESS
 10. ADJOURNMENT
- 2.7 **Voting:** Four members shall constitute a quorum. The affirmative vote of a majority of the members present shall be required for passage of any matter before the Commission. The minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only upon a declaration that he has a conflict of interest, in which case such member shall take no part in the deliberations on the matter in question.

SECTION 3: MEMBERSHIP

- 3.1 **Appointment:** The Planning and Zoning Commission shall be composed of a total of seven members who shall be residents of the city. The members of the Commission shall be appointed by the Mayor from nominations by the council members, subject to the approval of the Council.
- 3.2 **Term of Appointment:** Appointments shall be for a period of three years each, with the terms of members so staggered that the terms of no more than three members shall expire in any one year. The initial appointments shall be for two members with terms beginning upon adoption of the code, and expiring on June 30, 1976; for two members with terms beginning upon adoption of the code, and expiring on June 30, 1977. Thereafter, all members shall be appointed for full

three year terms except that in the event of death or resignation of a member the vacancy may be filled for the unexpired term.

- 3.3 **Termination:** The term of all members shall extend until their successors are qualified; except that attendance at meetings that amounts to less than 75% per annum of the total of all regular and special meetings shall be grounds for termination at the will and pleasure of the appointing authority without the necessity of a hearing or notice and such action shall be final. Attendance shall be evaluated at each annual meeting.
- 3.4 **Compensation:** All members shall serve without pay. Members of the commission may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the commission and approval of such expenditures by the Council.

SECTION 4: OFFICERS

- 4.1 **Election of Officers:** At the annual meeting, the commission shall elect a chairman and vice-chairman, from among its own members, who shall serve for one year or until their successors are elected and qualified. An individual shall not serve more than two (2) consecutive terms as chairman.
- 4.2 **Special Election:** Vacancies created by any cause shall be filled for the unexpired term by a new election, a notice of such election being given in the notice of the call of the meeting.
- 4.3 **Chairperson:** The chairperson shall preside at all meetings and exercise all the usual rights, duties and prerogatives of the head of any similar organization. The chairperson shall have the power to administer oaths and to take evidence.
- 4.4 **Vice-Chairperson:** The vice-chairperson shall perform the duties of the chairperson in the absence or disability of the chairperson. In the absence of both the chairperson and vice-chairperson, the Commission shall elect a chairperson pro tempore who shall perform the duties of the chairperson.

SECTION 5: FEES

- 5.1 **Fees:** The Commission shall be authorized to establish a uniform schedule of fees for service with all receipts to be paid into the general fund of the town. Such fee schedules shall become effective upon approval by the Council

SECTION 6: AMENDMENTS

- 6.1 **Amendments:** These by-laws may be amended at any regular meeting of the Commission by a majority vote of the entire commission, provided notice shall have been given in the call of the meeting, and with the approval of the City Council.

SECTION 7: EFFECTIVE DATE

- 7.1 **Effective Date:** These by-laws shall become effective immediately upon the adoption of same by the Commission and upon approval of the Council.



Request for City Council Action

Title	Zoll X-Series Cardiac Monitor Purchase		
Meeting Date:	August 12 th , 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business New Business <input checked="" type="checkbox"/> Other Departments	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Fire Department	Supporting Documents:	Zoll Quote
Prepared By:	Jeff Reed, Fire Chief	Presented By:	Crystal Prentice, City Manager
Reviewed By:		Approved By:	
Proposed Action:	Motion to approve the purchase of a X- Series Manual Monitor/Defibrillator for the Page Fire Department		

BACKGROUND:

The Page Fire Department has budgeted \$30,000.00 this fiscal year to upgrade a cardiac monitor. After a thorough product research and a personal presentation from Zoll, PFD would like to request the approval to purchase a Zoll X-series Cardiac monitor.

This equipment is vital for responding to emergency medical calls. PFD currently has one active ambulance that is not equipped with a monitor. Statistics support that keeping up to date with the most modern training and technology gives our patients the best chance of survival, we would like to provide that type of service to our community.

BUDGET IMPACT: 28,625.19

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

I move to authorize the purchase of a Zoll X-Series Cardiac Monitor for the Page Fire Department in the amount of \$28,625.19.



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Page Fire Department

808 Coppermine Road
 Page, AZ 86040

Attn: Julie Grimm

email: jgrimm@cityofpage.org

Tel: 928-645-4340

QUOTATION 190990 V:1

DATE: May 22, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL NonInvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	1	\$37,275.00	\$29,074.50	\$29,074.50

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal \$29,074.50

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Rachel Schramka
 EMS Territory Manager
 480-689-9362



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Page Fire Department

808 Coppermine Road
 Page, AZ 86040

Attn: Julie Grimm

email: jgrimm@cityofpage.org
 Tel: 928-645-4340

QUOTATION 190990 V:1

DATE: May 22, 2015

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02 \$1,795 • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Ordion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$230.10	\$230.10
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$230.10	\$230.10
4	8000-0580-01	Six hour rechargeable Smart battery	2	\$495.00	\$386.10	\$772.20
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	1	\$945.00	\$737.10	\$737.10

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Page 2 Subtotal

\$31,044.00

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 EMS Territory Manager
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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	REUSE- 09- 2 MQ	Welch Allyn Cuff, Child, 2-Tube, Twist lock connector	1	\$52.50	\$40.95	\$40.95
7	REUSE- 10- 2 MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	1	\$52.50	\$40.95	\$40.95
8	REUSE- 12- 2 MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	1	\$52.50	\$40.95	\$40.95
9	8000- 9910	ZOLL PD1200, 1400, 1600 Trade-In	2		(\$2,000.00)	(\$4,000.00)
10		Estimated Sales Tax at 5%:				\$1,358.34
11		Estimated Shipping :				\$100.00
12		Trade value guaranteed only through June 30, 2015.				
		*Reflects Discount Pricing.				
		**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.				

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Page 3 Subtotal **\$28,625.19**

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Rachel Schramka
 EMS Territory Manager
 480-689-9362

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation; or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(i), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fire, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11248, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.