



**MEETING NOTICE
CITY OF PAGE
CITY COUNCIL**

**CITY COUNCIL REGULAR MEETING
CITY HALL, 697 VISTA AVENUE
PAGE, ARIZONA**

**AUGUST 31, 2016
6:30 P.M.**

NOTICE OF PUBLIC MEETING AND AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Mayor Bill Diak

Vice Mayor John Kocjan Councilor Scott Sadler Councilor Korey Seyler

Councilor Mike Bryan Councilor Levi Tappan Councilor Dennis Warner

5. PRIORITY LIST

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

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

6. MINUTES

Work Session Meeting – August 10, 2016

Regular City Council Meeting – August 10, 2016

7. CONSENT AGENDA

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

7.1 MINUTES

Substance Abuse Task Force – April 20, 2016

Substance Abuse Task Force – May 18, 2016

Substance Abuse Task Force – June 15, 2016

Substance Abuse Task Force – July 20, 2016

Airport Advisory Board – April 11, 2016

Airport Advisory Board – May 9, 2016

Airport Advisory Board – May 23, 2016

Library Advisory Board – May 19, 2016

Library Advisory Board – June 14, 2016

7.2 INFORMATION

Resignation – Bunny Cochran – Substance Abuse Task Force
City of Fun Carnival, Inc. Contract
City of Page Monthly Cash Allocation Variance Report
Proclamation – Grandfamily/Kinship Care Month

8. PUBLIC HEARINGS

None

9. HEAR FROM THE CITIZENS

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

10. UNFINISHED BUSINESS

None scheduled

11. NEW BUSINESS

11.1 Discussion and possible action by the City Council pertaining to a request for a Special Event Liquor License for Juvenile Diabetes Research Foundation / 23-1907729 (Lake Powell Challenge)

11.2 Discussion and possible action by the City Council pertaining to a Power Sales Contract between Arizona Power Authority and Page Utility Enterprises-Resolution No. 1165-16

11.3 Discussion and possible action by the City Council pertaining to dissolving the Page Municipal Property Corporation-Resolution 1166-16

11.4 Discussion and possible action by the City Council pertaining to soliciting for a Request for Qualifications (RFQ) for On-Call Engineering Services

11.5 Discussion and possible action by the City Council pertaining to the purchase of a 2016 Chevy Tahoe, four-wheel drive, with police equipment and package for the Page Police Department

11.6 Discussion and possible action by the City Council pertaining to the approval of the annual maintenance contract invoice from Spillman Technologies, Inc. for the Page Police Department

11.7 Discussion and possible action by the City Council pertaining to leasing a John Deere Rough Mower for the Lake Powell National Golf Course

11.8 Discussion and possible action by the City Council pertaining to rescheduling the November 23, 2016 Regular City Council Meeting

11.9 Discussion and possible action by the City Council pertaining to closing the satellite library at the Community Center and changing the hours of operation at the Page Public Library

12. BID AWARDS

None scheduled

13. BUSINESS FROM THE MAYOR

None scheduled

14. BUSINESS FROM THE MANAGER

None scheduled

15. BUSINESS FROM THE CITY ATTORNEY

None scheduled

16. BUSINESS FROM THE COUNCIL

16.1 Discussion and possible action by the City Council pertaining to the Fourth Quarter Financial Report

16.2 EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Parcel Number 801-15-008E, 3.73 acres southwest of Scenic View Drive and northwest of State Highway 89

Discussion and possible action by the City Council pertaining to the land identified as Parcel Number 801-15-008E, 3.73 acres southwest of Scenic View Drive and northwest of State Highway 89

16.3 EXECUTIVE SESSION

Pursuant to A.R.S § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property

Parcel Number 802-20-005A, 280 acres of 1,780.6 acres, and Parcel Number 801-08-011, 640 acres, all north of Highway 98 and west of the City of Page east corporate boundary

Discussion and possible action by the City Council pertaining to the land identified as Parcel Number 802-20-005A, 280 acres of 1,780.6 acres, and Parcel Number 801-08-011, 640 acres, all north of Highway 98 and west of the City of Page east corporate boundary

16.4 EXECUTIVE SESSION

Pursuant to A.R.S. 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Parcel Number 802-16-013B, 10 acres east of Highway 89, west of Sandhill Road

Discussion and possible action by the City Council pertaining to land identified as Parcel Number 802-16-013B, 10 acres east of Highway 89, west of Sandhill Road

17. BOARDS & COMMISSIONS

17.1 Discussion by the City Council pertaining to reports by Board Liaisons

18. DEPARTMENTS

None scheduled

19. CLAIMS

None

ADJOURN

FOR YOUR INFORMATION

Next Regular Meeting Wednesday, September 14, 2016, 6:30 p.m.

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

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

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

If you would like to receive City Council agendas via email, please send your email address to cityclerk@cityofpage.org or call 645-4221.

CERTIFICATION OF POSTING OF NOTICE

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

DATED this ____ day of August, 2016.

CITY OF PAGE

By: _____
CITY CLERK'S OFFICE

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

Individual Priorities,

please visit our website at

cityofpage.org/government/councilpriorities

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

Thank you

**PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
AUGUST 10, 2016**

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on August 10, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan (arrived at 5:36), Levi Tappan, Korey Seyler, and Dennis Warner were present, and Councilor Sadler was excused.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; Public Works Director, Cliff Linker; Community Development Director, Kim Johnson; IT Director, Kane Scott; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

National Park Service personnel present were Superintendent Billy Shott, Chris Cook, and Erin Janicki.

Discussion by the City Council pertaining to an update for Horseshoe Bend Planning

City Manager Crystal Dyches provided an update regarding the Horseshoe Bend planning and stated that she needed direction from City Council on what they would like to see for an interim solution to several items, as well as long-term visions.

She stated that over two years ago the City Council made it a priority to start a master plan for Horseshoe Bend. The City entered into an agreement with the National Park Service to move forward in creating a plan for Horseshoe Bend. Since the agreement, there have been several open houses held to solicit public input. Mayor Diak, Councilors Warner and Seyler, and staff from both the Park Service and City met for two days in June with the goal of planning “a sustainable, safe, accessible, world class experience at Glen Canyon’s Horseshoe Bend.”

Some of the long-term discussion points discussed were funding the project, ownership, and Highway 89 Access.

Currently the only services provided by the City are waste receptacles, trash removal, and a low cost maintenance parking lot.

See attached Memo dated August 10, 2016, Update – Horseshoe Bend Planning, and by this reference made a part of herein.

The estimate for the improvements included in the scope of work ranged from \$1.5-2.5 million dollars, and City Manager Crystal Dyches asked how this could be funded. Two of the questions to be answered were “Does the City wish to own and maintain a parking area, trail, and facilities for the National Park Service indefinitely?” and “How will the City fund the improvements and the

maintenance of the improvements in the future?" Some of the ways discussed were: working with a trust, selling a conservation easement, and conduct a land swap.

There was discussion that a capitalization plan would need to be established for the improvements and long term maintenance.

Mayor Diak went on the record stating "I do not necessarily want to give up an asset that the City might have for another asset that we do not know the value of. This is based on, not the potential of Horseshoe Bend, but of pure property alone. I have crunched some numbers and looked at that, and depending on how the Park Service might structure a revenue stream out there someday, if and when it is decided to collect fees, it might be as much as \$1.6 million dollars a year to as high as \$7 million, and that is based only on 240 days a year. That is just taking the season into effect, based on the traffic that is going out there. For me, everything is on the table, but I want to pursue more information on what a shared partnership might look like before I am willing to give up the farm. We may not be the best operators for this type of operation, but I still I think that there is potential there for the City."

There was discussion regarding a land swap or land trust.

Superintendent Billy Shopp answered questions regarding land trusts and stated that he did not know of any conservation groups at this time, but that he could look into it. He also discussed the details of how land swaps were done.

There was lengthy discussion pertaining to the area being a fee structure area or not, and how many of the visitors were commercial use versus private use.

City Manager Crystal Dyches needed direction from City Council pertaining to the restroom facilities and having a survey of potential archeological sites done.

There was discussion pertaining to the restrooms and what type of toilets to use, portable or vault toilets. With the visitation of approximately 300 people per hour, it was decided that vault toilets were needed to handle the traffic on a temporary basis.

The National Park Service said that they would provide the restrooms if the City maintained them. The estimated cost to maintain the restrooms (10 vault toilets, 5 restrooms) was approximately \$158,000.00 per year through the National Park Service.

City Manager Crystal Dyches summed up the meeting by stating that she understood that Council would like to keep their options open, continue to research fee sharing, land swap and land trust options.

The City has been providing waste removal at Horseshoe Bend and a request has been submitted to ARAMARK to consider placing a recycling unit out there. Unless she is directed otherwise, she will continue working with ARAMARK.

Safety concerns – The parking lot has already been expanded and the City is moving forward with signage and curb stops.

City Manager Crystal Dyches said that she would work out some more details for services for the restrooms and that she will move forward with the archeological study.

Superintendent Billy Shott stated that the Helium Grant may be available, and initially he did not think that the City would have had any luck with it, but since it is a new program with the Park Service, the City may have some luck. Moving forward the National Park Service may need a financial commitment from the City, sooner rather than later, and receive a financial commitment letter.

The meeting was adjourned at 6:28 p.m.

Kim Larson
City Clerk

William R. Diak
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Work Session Meeting, held on the 10th day of August, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 31st day of August, 2016

Kim Larson, City Clerk

Updated: Crystal

Activity	Number	Hours per day	Rate Per/	Notes	Annual Cost	Total Cost
Upfront Costs						
Purchase: 4wd Truck equipped with pump motor, tommy lift, tool box, stainless water tank, pressurized hoses	1					\$157,923.76
					\$65,000.00	doesn't include initial truck purchase
Cleaning Toilets						
Custodial cleaning five vault toilets (high season)	2 seasonals (6 mths)	8	\$18/hr	High season - March through Oct. (8 mths). \$288 per day (cleaning 2-3 times per day and leaving to refill water truck once per day), seven days per wk, 240 days per yr. \$288 per day.	\$69,120.00	
Custodial cleaning five vault toilets (low season)	1 seasonal (6 mths)	6	\$18/hr	Low season - Nov. through Feb. (4 mths). \$108 per day, seven days per wk, 120 days per yr.	\$12,960.00	
Fully equipped truck - use per day (high season)	1 truck	8	\$2.40	High season - March through Oct. (8 mths). \$19.20 per day, seven days per wk, 240 days per yr. Four trips - drive to site, return to WW for water, drive back to site, back to WW for close of day.	\$4,608.00	
Fully equipped truck - use per day (low season)	1 truck	4	\$2.40	Low season - Nov. through Feb. (4 mths). \$9.60 per day, seven days per wk, 120 days per yr.	\$1,152.00	
Fuel for truck (high season use)	16 gallons/day	4 trips	\$3/gal	High season - March through Oct. (8 mths). Travel to site and return twice per day, seven days per wk, 240 days per yr. \$48 per day	\$11,520.00	
Fuel for truck (low season use)	8 gallons/day	2 trips	\$3/gal	Low season - Nov. through Feb. (4 mths). Travel to site once per day, seven days per wk, 120 days per yr. \$24 per day.	\$2,880.00	
					\$102,240.00	
Pumping Vaults						
Labor for pumping vaults 2 times per month (high season) - One WG-9 with CDL	1 WG-9 w/CDL	8	\$29.60	High season - March through Oct. (8 mths). \$236.80 per day (pumping twice a month). \$473.60 per month x 8 mths = \$3,788.80. Labor hrs - filling up water tank - 1 1/2 hr; pumping vaults - 4 hrs; delivery to city lagoon - 1 1/2 hrs, drive time for 2 runs - 1 hour	\$3,788.80	
Labor for pumping vaults 2 times per month (high season) - One WG-5 to drive water truck and assist with pumping	1 WG-5	6 1/2	\$18.00	High season - March through Oct. (8 mths). \$117.00 per day (pumping twice a month). \$234.00 per month x 8 mths = \$1,872.00. Labor hrs - filling up water tank - 1 1/2 hr; pumping vaults - 4 hrs; drive time for 1 run - 1 hour	\$1,872.00	

Pumping Vaults once a month (low season)	1 WG-9 w/CDL	6	\$29.60	Low season - Nov. through Feb. (4 mths). \$177.60 per day (pumping once a month). Labor hrs - filling up water tank - 1 1/2 hr; pumping vaults - 4 hrs; delivery to city lagoon - 1 1/2 hrs, drive time for 2 runs - 1 hour	\$710.40
Pumping Vaults once a month (low season)	1 WG-7	4-1/2	\$18.00	Low season - Nov. through Feb. (4 mths). \$144.00 per day (pumping once a month). Labor hrs - filling up water tank - 1 1/2 hr; pumping vaults - 4 hrs; delivery to city lagoon - 1 1/2 hrs, drive time for 2 runs - 1 hour	\$432.00
Fuel for 6,000 gal transport (pumper currently owned by GLCA) (high and low seasons)	8 gallons/day		\$3/gal	\$24 per trip, twice per month = \$48. \$48 x 8 mths = \$384. \$24 per trip, once per month = \$24. \$24 x 4 months = \$96. \$96 + \$384 =	\$480.00
Fuel for water truck (currently owned by GLCA) (high and low seasons)	8 gallons/day		\$3/gal	\$24 per trip, twice per month = \$48. 48 x 8 mths = \$384. \$24 per trip, once per month = \$24. \$24 x 4 months = \$96	\$480.00
Pumper truck (6,000 gal transport)(pumper currently owned by GLCA)- use per day (high season - twice per month)	1 pumper truck	8	\$50/hr	High season - March through Oct. (8 mths). \$400.00 per day, twice per month = \$800 x 8 mths = \$6,400.00. Four trips - drive to site, return to WW for water, drive back to site, back to WW for close of day.	\$6,400.00
Water tender truck (currently owned by GLCA)- use per day (high season - twice per month)	1 water truck	6	\$14/hr	High season - March through Oct. (8 mths). \$84.00 per day x 2 days per month = \$168 x 8 mths = \$1344.00	\$1,344.00
Pumper truck (6,000 gal transport) - use per day (low season - once per month)	1 pumper truck	8	\$50/hr	Low season - Nov. through Feb. (4 mths). \$400.00 per day, once per month x 4 mths = \$1600.00 per mth. Four trips - drive to site, return to WW for water, drive back to site, back to WW for close of day.	\$1,600.00
Water truck - use per day (low season - once per month)	1 water truck	6	\$14/hr	Low season - Nov. through Feb. (4 mths). \$84 per day, once per month for 4 mths	\$336.00
					\$17,443.20
Cleaning Supplies					
toilet paper	120 rolls (\$78 per day)	per day		high season - 240 days per year. Six rolls of TP per stall = 60 rolls per day (\$.65 per roll)	\$18,720.00

gloves			5 pair per person (lunch and other breaks, tearing), per day for 240 days. 12 per day @ \$.50 = \$1440 (high season). 3 pair per person, once per day. 6 per day for 120 days) = \$360	\$1,800.00
safety glasses	2 people		one pair per person per month. \$3 each.	\$48.00
safety boots	6 people	\$200/per		\$12,000.00
shop towels			four boxes per month @ \$12.51 per box	\$50.04
cleaning supplies (clorox, disinfectant, scrubbers)			one gallon clorox - \$2.22 per week, one gallon all-purpose cleaner per week - \$2.09, one box scrubbers - \$35.20. Total for all per month - \$39.51	\$474.12
hand sanitizer refills		\$34.65	One 200 oz per day for 10 stalls. per month. 10 refills x 12 months.	\$415.00
trash bags		\$16.45	One box per month for 12 months	\$197.40
				\$33,704.56
Emergency Maintenance - damage, vandalism, graffiti, emergency repair				
Overtime for seasonal			One seasonal, once per week for 2 hours. Time and 1/2 = \$27.00 per hr x 4 wks. \$108 per month for 12 mths	\$1,296.00
Overtime for WG-9 equip. operator			One WG-9 equip. oper, once per month for 6 hrs. Time and 1/2 = \$45/hr. 6 hrs = \$270 x 12 mths	\$3,240.00
				\$4,536.00

NOTE: If custodial staff is hired by park, GLCA could offset City's cost for current trash pulling by covering those duties. If dumpster's are added, this cost would have to be discussed.

DATE: AUGUST 10, 2016
TO: MAYOR AND COUNCIL
FROM: CRYSTAL DYCHES, CITY MANAGER
SUBJECT: UPDATE – HORSESHOE BEND PLANNING

This work session is an opportunity for City and National Park Service (NPS) representatives to share information; discuss our long term vision for Horseshoe Bend; and provide staff direction on implementing immediate interim solutions to maintenance and safety concerns.

BACKGROUND: The 2015 City Council Priorities included the following objective: “Initiate a process to develop a master plan for Horseshoe Bend.” Over the past 18 months, representatives from both the National Park Service (NPS) and the City of Page have met to discuss a collaborative planning process; even submitting a plan to relocate the trail to improve accessibility to the National Park Service for consideration of Centennial Funds.

At the March 23, 2016 City Council Meeting, representatives from the NPS and the City Council agreed to explore potential improvements to the Horseshoe Bend overlook, including the identification of potential improvements to the design of parking, trails, safety and other facilities. The City Council authorized staff to work with Glen Canyon National Recreation Area staff to develop and Intergovernmental Agreement.

At the April 27, 2016 City Council Meeting, the City Council authorized the Mayor to execute the Intergovernmental Agreement between the NPS and the City to collaborate to develop a Request for Proposal for a mutually agreeable design plan for the Horseshoe Bend area.

Following two open houses were held in June to solicit public input (see attachment A), representatives met for a two-day workshop on June 28-29 with the goal of planning ... “a sustainable, safe, accessible, world class experience at Glen Canyon’s Horseshoe Bend that preserves its natural, scenic, cultural, and spiritual significance while managing growth and visitor needs” (see attachment B).

As a result of the workshops we agreed, that:

- Maschelle Zia, Pat Horning, Phil Clark, Councilmember Dugan Warner, and Community Development Director, Kim Johnson have met to define the scope of work to be included in the design RFP (see attachment C).
- Pat Horning would take the lead on a trail counter (see attachment D).
- Crystal Dyches would take the lead on a traffic counter (City will purchase an additional traffic counter for this location).
- Crystal Dyches, Mayor Diak and Bill Shott will take the lead on a capitalization plan.

DISCUSSION POINTS: INTERIM SOLUTIONS

Restroom Facilities: At the workshop we briefly discussed the lack of restroom facilities, and we originally agreed that the best interim solution we would be portable toilets. Staff pursued quotes for six toilets with daily service; the low quote \$3,708 a month with an annual cost of \$44,496. The vendor, 3 Peaks Glass required a one-year contract.

Last week staff met with NPS representatives, who suggested that as an interim solution, NPS purchase vault toilets at a cost of more than \$100,000. The five (5) vault toilets would be located on City property adjacent to the parking lot (see photo, Attachment E). The maintenance costs associated with the daily cleaning and pumping would be the City's obligation. I inquired if we could "contract with NPS for the maintenance and cleaning services?" I have been told that NPS staff is working on "getting a cost" for that service. The City does not currently have the equipment to pump the tanks or have staff available to maintain the restrooms at Horseshoe Bend. In addition, to locate the vault toilets on our property we would be required to prepare the site which would include grading, digging the required hole/ rock removal for the structures; and work with NPS to complete a survey of potential archeological sites.

Staff recommendation: Place vault toilets as an interim solution, if NPS is able to purchase and have them delivered; if the City is able to contract with NPS for the dumping and daily cleaning.

Survey of Potential Archeological Sites: NPS Cultural Resource Division staff are surveying the potential archeological sites at Horseshoe Bend in an effort to proactively include this information in the RFP for Design. NPS is willing to survey the entire area including city land. If there is any possibility of federal funding for improvements on city-owned property, or in the event a land swap or something similar occurs and the land transfers to the park in the future, this survey would be required. The survey would not require any ground disturbance and would be through visual identification of archeological features by traversing on foot and identifying features with GPS points. The survey would cover areas where we will be proposing development including a wide perimeter around the parking area should there be future expansion."

Staff recommendation: Request that NPS complete a survey of potential archeological sites on City-owned property identified in the RFP for Design.

Waste/Recycling: At the beginning of the season, staff located five waste receptacles near the trail entrance. City staff is currently visiting Horseshoe Bend multiple (2-3) times each day, seven days a week to remove trash. Aramark is considering our request to provide and maintain a recycling unit at the site. Staff estimates that 80% of the waste is recyclable materials.

Safety: There continues to be a dramatic increase in the popularity of Horseshoe Bend; between June 30 and July 6, the traffic counter revealed 6,599 vehicles entered the parking lot. City staff has completed the parking lot improvements, which included an expanded drive and parking area for buses/recreational and commercial vehicles. Next week staff expects to place the curb stops to assist with parking direction; signs will follow. While we believe the parking improvements will keep more vehicles from parking on Highway 89, safety is still a significant issue.

DISCUSSION POINTS: LONG TERM SOLUTIONS

Highway 89 Access: On September 4, 2015, a meeting was held with representatives from the City of Page, ADOT and National Park Service to discuss parking concerns on Highway 89 near Horseshoe Bend. One of the recommendations that resulted from the meeting was to redesign parking lot to improve flow, increase parking, and separate passenger/commercial vehicles. An additional recommendation included adding at City expense a left turn lane on northbound Highway 89 to improve safety. There have been subsequent conversations about improving the access drive and widening Highway 89 at this location. Through the Federal Lands Access Program (FLAP) funding program for such improvements may be available.

Funding/Ownership: Currently, the City is providing a low cost to maintain parking area for visitors to Horseshoe Bend. The addition of waste receptacle and trash removal has increased staff costs, but it is still minimal.

The improvements included in the scope of work will likely be in the multimillion dollar range; back-of-the-envelope estimates in the range of \$1.5 to \$2.5 million have been discussed. To my knowledge, the economic impact of Horseshoe Bend has not been quantified, but we have antidotal evidence that its increase in popularity has had a significant impact on sales tax revenue.

One of the questions that we need to answer is “does the City wish to own and maintain a parking area, trail, and facilities for the National Park Service’s asset indefinitely?” and if so, “how will the City fund the improvements and the maintenance of the improvements in the future?”

NPS and City staff are researching options for funding improvements. The City could use traditional methods, such as bonding or budgeting through the Capital Projects fund for the improvements. Another possibility we are researching is working with a Trust. It may be possible for the City to “sell” a conservation easement to a qualified organization of government agency and use the funds to make the improvements. A conservation easement is an excellent tool to permanently protecting land while retaining ownership.

NPS staff is researching “fee sharing” options; that could possibly assist/off-set the cost to the City of maintaining the parking infrastructure, restroom facilities, maintenance and the trail located on City property. NPS staff is looking at potential funding opportunities, however many federal funding sources cannot be used outside of federal lands (i.e. City property).

NPS restricts Glen Canyon National Recreation Area from expanding its footprint, a potential land swap with the NPS may be possible. If improvements are completed, that will increase the market value of the property, and according to NPS staff, land trades are based on values rather than the size of the property.

Please review the attachments. We look forward to hearing your thoughts and vision for Horseshoe Bend. Comments on the Scope of Work will be provided to the authors.

Summary of Public Scoping Comments for the Horseshoe Bend Trail Master Plan

Summary of Online Survey Responses *(Listed below are the responses which were shared by at least 15% of the respondents in each category)*

- What types of activities are appropriate at Horseshoe Bend?
 - Hiking/Walking
 - Photography
 - Sightseeing
- What type of tread surface should the trail have?
 - Natural
 - No Change/Leave As Is
 - Sand
- What features would you like to see along the trail (for example: rest stops, view points, educational information, shade structures, other, none)?
 - Shade Structures
 - Interpretive Displays/Information
 - View Points/Rest Stops
 - None/Nothing
 - Benches
- What features would you like to see at the overlook area (for example: benches, educational information, shade structures, viewing platform, none)?
 - None/Nothing
 - Benches
 - Interpretive Information
 - Viewing Platform
 - Shade
- How would you recommend safety be addressed at the rim?
 - None/Nothing/Leave As Is
 - Signs
 - Railing
- What type of features/services would you like to see at the parking area/trailhead?
 - Restrooms
 - Signs (Safety/Interpretive/Information)
 - Water Station
 - Improved Parking (to include paved parking)
- What are your thoughts regarding the use of a shuttle bus to help reduce the number of vehicles parked at Horseshoe Bend? *(each option was chosen by more than 15% of respondents, most selected answer listed)*
 - Good Idea to Explore
- Do you think the site plan for Horseshoe Bend should: *(each option was chosen by more than 15% of respondents, most selected answer listed)*

- Accommodate Growth
- What type of ranger services would you like to see at Horseshoe Bend (for example: information, ranger talks, guided hikes)?
 - None
 - Information
 - Talks
 - Hikes
- What kind of educational topics would be beneficial at Horseshoe Bend? What do visitors want to know about this location (for example: geology, history, wildlife and plants, safety)?
 - Geology
 - Wildlife
 - Safety
 - Plants
 - History

Summary of On Site Visitor Polling *(responses given by 15 or more persons, total # of persons polled unknown)*

- What features/aspects of Horseshoe Bend do you dislike and think should be changed?
 - Restrooms
 - Shade/Seats
 - Water Station
- What features/aspects of Horseshoe Bend do you like and think should be kept?
 - Keep It The Same
 - Amazing View

Summary of City and NPS Open House Public Comments *(responses given by 4 or more persons, out of 26 comments received)*

- 7 respondents stated that we should add signs and informative kiosks
- 6 respondents stated that we should add shade structures
- 4 respondents stated that we should add a connector trail to the city, add restrooms to the site, and that we should not build walls/fences/railing.

Attachment B

Horseshoe Bend Workshop
 6/28-29/2016
 8:00 a.m. to 4:30 p.m.

Attendees:

Maschelle Zia	NPS/FM-Project Mgr	Karen Dallett	NHA
Hugh Osborne	NPS Facilitator	Jeff Stein	Coconino County
Billy Shott	NPS GLCA Park Superintendent	Bill Diak	City of Page
Lance Mattson	NPS – V&RP	Kim Johnson	City of Page
Pat Horning	NPS – FM	Crystal Dyches	City of Page
Erin Janicki	NPS – P&C	Korey Seyler	City of Page
Cynthia Sequanna	NPS – I&E	Dugan Warner	City of Page
Steve Akins	NPS- FM	Gloria Tom	Navajo Nation (Phone)

Workshop Purpose Plan a sustainable, safe, accessible, world class experience at Glen Canyon’s Horseshoe Bend that preserves its natural, scenic, cultural, and spiritual significance while managing growth and visitor needs.

Key Items of Discussion	Elimination of old trail	Trash scheduling
	Feasibility of temp. closure during extren heat conditions >103°	Human waste
	Water on site during peak season	Traffic flow, entry/exit congestion, ADOT involvement
	Secure UTV storage on site	Controlled access. Gate/keycard/ swipe card(fee based)
	Immediate plan of action for over 100°	Accommodating growth
	Coordinated volunteer system needed	Rim trail extension and how it ties into access
	Feasibility of fee based entry/parking	Timeline for scope of work
	Third party involvement. (vending, entry, water)	Regulating mini-tour vans
	Language barrier signage	

Results of Discussion

- A Route**
 - Overall grade of 5% with limited areas not to exceed 8%
 - Completely eliminate all traces of original trail
 - Plant native species to create natural barrier
 - Shortest possible route

- B Surface**
 - Blending with natural environment is essential, no matter what product is used
 - Pre-colored lightly stamped concrete, low maintenance, durability, easy to repair
 - Honeycomb / Geo cell feasibility
 - Polymer stabilized aggregate feasibility

C Profile/Dimensions	<p>8' to 10' avg. width unless statistics collected demand wider</p> <p>6' min width at pinch points</p> <p>Incorporate wide viewpoints with sign and shade areas</p> <p>Social areas/rest areas with benches</p>
D Support Facilities	<p>Turnaround near rim for utility/emergency equipment (not within 200' of rim)</p> <p>Possible off-trail locked storage area for supplies, first aid</p> <p>Trail chairs made available</p>
E Signage	<p>NPS messaging</p> <p>Sustainable, and natural appearance</p> <p>Interpretive with Dam, Tribal, Canyon, Environmental and Safety messaging</p> <p>Spaced along trail roughly 800' apart, at shade stations, entrance, but NOT AT RIM.</p> <p>Three or four areas MAX along trail.</p>
F Restrooms	<p>Both male and female on each side of entrance</p> <p>Currently no services on site</p> <p>Explore waste disposal options</p>
G Viewing area	<p>MUST be natural appearing, completely integrated into existing landscape</p> <p>Accessible –flat, stable</p> <p>Locations for “iconic” photo</p> <p>“Selfie” site. Possible low and high viewing areas. Possibly similar to butte or the “diving board”</p> <p>Make use of natural features and boundaries</p> <p>User safety and structural stability</p>
H Parking/Traffic	<p>Design to direct use</p> <p>Area for drop-off, then park</p> <p>Expanded access to/from HWY 89</p> <p>Defined internal circulation for commercial/private/concierge tours</p> <p>Shuttle service area with loading/unloading and turnaround</p>
H Parking/Traffic (cont.)	<p>Parking - paving vs. aggregate with ORAR (Outdoor Recreation Access Route)</p> <p>No lighting to be installed. Maintain Dark Sky.</p>
I Entrance	<p>Must have a natural appearance</p> <p>Water station essential</p> <p>Shade and benches essential</p> <p>Restrooms essential</p> <p>Welcome sign/structure “GATEWAY” to create a “sense of arrival” experience</p> <p>Safety signage for heat and rim edge risk. Trail length/ travel time.</p> <p>Facility layout leads to new trail</p> <p>Structure layout to block old trail</p> <p>Locking storage area for facilities, and possible short term UTV storage</p> <p>Rim trail connection?</p> <p>Welcome plaza/Visitors Center/ Interpretive Area</p>

Limit entry to max trail capacity? At rim? At parking lot?

J Site Maintenance

Litter/trash collection area
Recycling container
Dog waste station
Sanitizing station

K Cost and Cost Recovery

Parking fees vs. user fees
After-hours debit terminal for entry
Avoid double charging with parking AND entrance fees
Fee for visitors, no charge for local residents
City commitment for capital improvement structure possibly dependent on fee collection
Sales tax revenue correlation to Horseshoe Bend traffic
Capital source from conservation easement buffer
Possible land swap with City of Page and GLCA
NPS purchase of development rights

Post Workshop Goal

Complete a development plan for the Horseshoe Bend parking to rim area.
Ready for design and blueprint stage
Establish Scope of Work
Decide on RFP or RFQ and review submissions
Organize final design mandatory criteria
Compile ongoing visitor use data at site (traffic and trail)
City to explore ways to estimate ROI, and revenue

Key Personnel for Leads

Scope of Work

Maschelle Zia, Pat Horning, Dugan Warner, Kim Johnson, Phil Clark

Trail Counter

Pat Horning

Traffic Counter

Crystal Dyches

Bullet Point Distribution

Hugh Osborne, Steve Akins

Capitalization Plan

Crystal Dyches, Bill Diak, Billy Shott (Karen Dallett-supporting)

NPS Economic Outlook Report (email)

Billy Shott

NEXT MEETING

July 14, 2016 1:00 – 4:00pm (Scope of Work group)

DRAFT – FOR REVIEW ONLY

SCOPE OF ARCHITECT AND ENGINEERING SERVICES

*City of Page, AZ and Glen Canyon National Recreation Area, AZ/UT
Survey and Design Services
Horseshoe Bend at Glen Canyon, Trail and Visitor Facilities*

8/1/2016

1 Introduction

1.1 Scope

In accordance with the terms and conditions of the Contract, the Architect/Engineer shall perform services and execute the work of this task order for the City of Page (City) and Glen Canyon National Recreation Area/National Park Service (NPS) and to perform survey and design services.

1.2 Project Summary

This proposal is to provide a survey and design, construction drawings, and construction cost estimate to construct a new trail, parking area and associated visitor facilities. The trail and associated facilities must comply with the Americans with Disabilities Act as it applies to outdoor facilities.

1.3 Confidentiality

The Information developed under this task order is the property of the U.S. Government and shall be kept in strict confidence.

1.4 Performance Period

The work of this task order shall be provided in accordance with the schedule shown elsewhere in this task order.

1.5 Project Identification

Project Title: Horseshoe Bend Improvements

Project Location: City of Page / Glen Canyon National Recreation Area, AZ/UT

Drawing Number: **

Points of Contact

DRAFT – FOR REVIEW ONLY

1.6 Points of Contact

Contractual –

Project Manager - Kimberly Johnson, AICP
Community Development Director
kjohnson@cityofpage.org
928.645.4261

1.7

In accordance with the FAR Sections 36.609-2(b) and 52.236-23 the Consultant is responsible for Quality Control, which includes ensuring the technical accuracy, completeness, and correctness of the work, including coordination of all sub-consultants with each other. The Consultant shall accomplish a Quality Control Review and shall make corrections prior to each submittal to the City and NPS.

2 Design Requirements

All Architect-Engineer Services performed under this task order shall be performed under the direct supervision of a professional architect, engineer or surveyor licensed in the State of Arizona. Survey services shall be performed by a Land Surveyor licensed in the state of Arizona.

2.1 Codes and Authorities

All work performed shall comply with applicable laws, regulations, City of Page and NPS policies and guidelines.

- City of Page Policies and Guidelines
- NPS Office of Policy: <http://home.nps.gov/applications/npspolicy/index.cfm>
- NPS Management Policies 2006: <http://www.nps.gov/policy/mp/policies.html>
- NPS Legislative and Congressional Affairs: <http://www.nps.gov/legal/>

All units, structures and components must be constructed based on the following codes and authorities, depending upon application of The Code of Federal Regulation, including:

- 29 CFR Parts 1910 and 1926 – Occupational Safety and Health Administration (OSHA)
- International Building Code (IBC) latest edition
- American Society for Testing Materials (ASTM) specifications as applicable
- American National Standards Institute (ANSI)
- Americans with Disabilities Act and Architectural Barriers Guidelines, 2004
- (ADA-ABA) Accessibility Guidelines, 2009
- Draft Final Guidelines for Outdoor Developed Areas, 2009
<http://www.access-board.gov/outdoor/draft-final.htm#text>

DRAFT – FOR REVIEW ONLY

- Trail Research: A Longitudinal Trail Research Program on Soil Stabilizers (1999)
<http://ncaonline.org/index.php?q=node/1294>
- American Concrete Institute publications, latest editions

3 Project Description and Technical Requirements

3.1 Park Location and Facilities

This project is located within the city limits of Page, Arizona, with the following directions:

US 89: Approximately 3.6 miles south of downtown Page, Arizona.

The nearest town offering lodging, gasoline, repair services and food is Page, Arizona

3.2 General Site Description

The land on which this project occurs is on City of Page and Glen Canyon NRA. The site varies in elevation and generally slopes towards the edge of the Colorado River canyon and end of trail.

The climate is high-desert with precipitation occurring throughout the year, including snow in the winter

<http://www.usclimatedata.com/climate/page/arizona/united-states/usaz0152>

Significant open space exists near the trail with native brush, plants and grasses. There are no trees.

This is a natural Park with a natural landscape and archeological features. Disturbance to the site is limited to the survey limits shown on the drawing.

The design should minimize disturbance to the existing landscape.

3.3 Existing Site Conditions

The new trail alignment is undeveloped. The ground surface is a generally either fine sand or solid sandstone with various native plants growing in the sandy areas. See attached drawing showing the proposed trail alignment.

The existing parking area is next to US 89.

There are no utilities at the site.

3.4 Project Goals

The goal of this project is for the consultant to develop a design for an accessible trail access, visitor restrooms/trailhead/orientation structure, site amenities, and parking improvements at the Horseshoe Bend at Glen Canyon.

DRAFT – FOR REVIEW ONLY

The purpose of this project is to plan a sustainable, safe, accessible world-class experience at Glen Canyon’s Horseshoe Bend that preserves the natural, scenic, cultural and spiritual significance while managing growth and visitor needs.

Primary features of the project shall include:

- Trailhead/Orientation structure
- New accessible trail access from parking area to rim view area.
- Visitor restrooms and support facility.
- Parking and traffic circulation.

Rim view area.

3.5 Project Description

The Consultant shall survey the proposed trail alignment and develop a design for the new trail and associated improvements to comply with the Americans with Disabilities Act and Outdoor Recreation guidelines. Using the survey, the consultant is to provide design documents for the proposed improvements.

Consultant shall prepare design drawings to construct a new trail that complies with the (ADA-ABA) Accessibility Guidelines - Final Accessibility Guidelines for Outdoor Developed Areas and *review* the results of the research on soil stabilizers (<http://www.ncaonline.org/resources/articles/trails-surfacestudy-finalreport.shtml>) *in designing the new trail surface for this project.*

The work may include crossing existing drainages along the trail, as identified by the survey. These drainage crossings need to assure positive site drainage across and/or away from the trail. All drainage issues must be resolved in the design phase of the new trail.

3.6 Project Design Criteria and Performance Requirements

ADA-ABA Accessibility Guidelines compliance

The new accessible trail and facilities shall meet all ADA-ABA Accessibility Guidelines for Outdoor Developed Areas. The consultant shall inform the Project Manager of any areas that cannot be designed to conform to the (ADA-ABA) Accessibility Guidelines based on the site survey results. The City and the consultant shall discuss possible solutions before completing the design. The consultant shall work with the existing slopes as much as possible to minimize cut and fill.

This contract includes survey and design of a new universally accessible trail, visitor facilities, site amenities and parking improvements including:

- **New accessible trail from parking area to rim view area:**
 - **Route**
 - Shortest possible accessible route.

DRAFT – FOR REVIEW ONLY

- Completely eliminate all traces of original trail.
- grades and cross slopes within accessibility requirements,
- **Surface:**
 - Blending with natural environment is essential, no matter what product is used.

The new surface options include (in no particular order):

 - Colored/stamped concrete
 - Crusher fines with Magnesium Chloride on aggregate base course
 - Geogrid (such as geocell by <http://www.geoproducts.org/>)
 - Other trail surfaces that result in a net cost/benefit, are low maintenance and do not detract from the landscape.
 - Combination of the above to provide a low maintenance accessible trail while also accommodating the existing drainage.
 - Culverts to span drainages
 - If trail is not concrete, the edge of the trail will need to be defined with materials such as colored concrete, cut sandstone or other appropriate/aesthetic materials (not including wood).
 - Headwalls for culverts to be made of sandstone, colored concrete or other appropriate/aesthetic materials, not including wood.
- Trail must have as much of a natural appearance as possible while keeping maintenance requirements to a minimum and meeting accessibility standards.
- **Profile/Dimensions/rest areas:**
 - Minimum of 8 feet wide, 8' to 10' average unless statistics collected demand wider. 6' minimum at pinch points based on topography or drainage concerns.
 - Incorporate up to four wide viewpoints with interpretive exhibits, shade areas, and benches dispersed along trail at logical intervals.
- **Visitor restrooms:**
 - Restrooms:

DRAFT – FOR REVIEW ONLY

- No utility services on site.
 - Explore waste disposal options.
 - Trailhead/Orientation Structure:
 - Must blend with natural environment
 - Potable drinking water station
 - Shade and benches
 - Welcome sign/structure “Gateway” to create a “sense of arrival” experience, including logos for City of Page and NPS
 - Visitor Information signage of heat and rim edge risk, trail length/travel time
 - Possible Fee collection station
 - Trash receptacles
- **Parking lot and traffic circulation:**
 - Defined internal circulation for commercial/private/concierge tours
 - Parking surface to meet ADA requirements, in slope, durability.
 - No lighting
 - Widen access to/from Hwy 89
 - Trailhead drop off area at parking lot
- **Rim viewing area:**
 - Must be natural appearing, completely integrated into existing landscape.
 - Develop safe viewing area that is accessible, flat, and stable for viewing and photography.
 - Make use of natural features and boundaries.
- **Signs**
 - Regulatory
 - Guide
 - Informative/Interpretive

DRAFT – FOR REVIEW ONLY

- Safety

3.7 Project Technical Requirements

The consultant shall develop the specifications, drawings and cost estimate for this project as described elsewhere in this scope of work.

4 Scope of Services

The project will include, but not be limited to, the following:

SURVEY SERVICES:

- Survey a total width of 50 (fifty) feet along the proposed trail alignment and to the survey limits shown on the drawings.
- Coordination with the NPS Project Manager/COR.

DESIGN SERVICES:

- Using the survey data obtained in the field provide design plan and profile of the new trail and associated improvements.
- Using the survey data obtained in the field provide design for the parking area, including but not limited to existing topography; new grading plan; new cross sections, location for new vault toilets
- Coordination with the Project Manager.

5 Deliverables and Submittals

5.1 Design Schedule

Upon award, the A/E shall determine and provide a schedule for completion of the survey and design. Upon acceptance of the Schedule by the Project Manager, the schedule will be used to evaluate the A/E's monthly applications for payment. The schedule shall be updated and transmitted to the Project Manager as necessary.

The schedule shall include the following milestones, and any others identified by the A/E (all durations are in calendar days):

DRAFT – FOR REVIEW ONLY

Milestone/Element	Maximum Duration	Anticipated/ No Later Than
Notice to Proceed		TBD
A/E Site Visit/Design meeting		Within one week of NTP
Survey time on site	7	
90% Submittal of notes and pre-final survey drawings	21	
Review	14	
100% Submittal of notes and final survey drawings	14	
Submittal of 30% Design (Drawings, Specifications, Cost Estimate)	45	
Review	14	
Submittal of 70% Design (Drawings, Specifications, Cost Estimate)	21	
Review	14	
Submittal of 100% Design (Drawings, Specifications, Cost Estimate)	21	
Review and Acceptance	7	

5.2 Documents

The required Document deliverables are listed in the table below. Electronic copies shall be sent to the CO, COR, and PM, at minimum. *Three* paper sets of each deliverable to be reviewed are required, delivered as shown in the table. One of the two copies delivered to the PM will be returned to the A/E with comments. A/E shall release intellectual property ownership of all data and deliverables to the National Park Service.

Design Documents	Electronic			Hard Copy
Deliverables	CA D dwg	½ size PDF	Full PDF or Word	Paper unless indicated
90% Notes and pre-Final Survey Drawings				
Drawings	X	X		1 COR, 1 CO, 1 PM
Notes			X	1 COR, 1 CO, 1 PM
100% Notes and Final Survey Drawings				
Drawings	X	X		½ & full: 1 COR, 1 CO, 1 PM
Notes			X	1 COR, 1 CO, 1 PM
30% and 70% Design				
Drawings	X	X		½ & full: 1 COR, 1 CO, 1 PM

DRAFT – FOR REVIEW ONLY

Outline Specifications (Divisions 2 through 49)		X	1 COR, 1 CO, 1 PM
100% Design			
Drawings	X	X	½ & full: 1 COR, 1 CO, 1 PM
Draft Specifications (Divisions 2 through 49)		X	1 COR, 1 CO, 1 PM
Construction Cost Estimate			

Drawing Standards

All Construction Documents shall be prepared using the English System of Weights and Measurements, and in accordance with industry standards. Drawings shall be prepared in AutoCAD (DWG) format, and shall conform to NPS CAD & drafting standards:
<http://cadd.den.nps.gov/standards.html>.

The standard cover sheet will be provided from the NPS CAD and drafting website.

The standard second sheet borders are available by downloading and installing the NPS AutoCAD Tools: <http://cadd.den.nps.gov/standards.html#NPS%20AutoCAD%20Tools>; then using the IconMenu command. The .ctb file for plotting can be downloaded from this link: <http://cadd.den.nps.gov/standards.html#Plotting>.

Drawings

Deliverables provided for NPS review shall include:

- Drawings showing the existing trail and the new trail, including elevations, plan/profile, *and sample* details to construct the improvements to the trail.
- Drawings showing trail shaded view/rest areas.
- Drawings showing Rim Viewing Area, including elevations, location and details of proposed viewing platform(s), safety mitigation and accessibility.
- Drawings showing existing area where proposed parking lot is located, including new parking area, traffic circulation, topography, and other improvements.
- Drawings showing proposed trail entrance/restrooms and related visitor amenities.

5.3 Outline Specifications and Submittals

The Consultant shall prepare and submit for review applicable technical specifications covering the work described in this document, due with Construction Drawings. Technical specifications shall be written in Microsoft Word and follow Construction Specifications Institute (CSI) MasterFormat (current version) numbering. Additional information may be found at www.csinet.org.

Specifications prepared by the consultant as part of this scope of work may include but not be limited to the following.

DRAFT – FOR REVIEW ONLY

Sec. 013500 Archeological Protection
Sec. 014300 Contractor Quality Control
Sec. 015600 Barriers – Safety barrier fence, temp walkway / boardwalk
Sec. 015710 Storm Water Pollution Prevention
Sec. 022200 Removal of Buildings, Pavements, and Structures (Site Demolition)
Sec 022320 Aggregate
Sec 024119 Selective Demolition
Sec 079200 Joint Sealants
Sec 311000 Site Clearing
Sec 312000 Earth Moving
Sec. 321313 Concrete Paving
Sec 321316 Decorative Concrete Paving
Sec 321373 Concrete Paving Joint Sealants
Sec 334600 Subdrainage

5.4 Cost Estimates

As part of the design, the consultant shall provide a construction cost estimate for the project to include all costs associated with a complete project.

6 Data and Materials to be provided by City of Page and NPS

The following information is provided as attachments to this Scope of Work.

- Drawing showing satellite image of existing trail, trailhead, and adjacent areas, with trail and nearby facilities, survey limits and other features drawn over the image.

7 Survey Scope of Work

7.1 Survey Introduction

All Consultant Services performed under this task order shall be performed in accordance with applicable codes, accepted industry standards and under the direct supervision of a Professional Land Surveyor (PLS) licensed in the State of Colorado.

7.2 Confidentiality

The information developed under this task order is the property of the City of Page and the U.S. Government and shall be kept in strict confidence.

7.3 Survey Requirements

This survey is defined under Contract Line Item No. 1 in Section 8.1.

DRAFT – FOR REVIEW ONLY

Survey

This item consists of plan/profile and topographic survey and mapping of the existing trail and the topographic survey of the area shown on the attached drawing for the proposed handicap parking lot to the boundaries shown. The survey will be used to determine (ADA-ABA) Accessibility Guidelines for Outdoor Developed Areas and compliance and identify existing drainage issues that will need to be mitigated in the design of the new trail. Survey limits to extend no further than 20 (twenty) feet to either side of the centerline of existing trail and no further than 10 (ten) feet beyond the area shown as the proposed handicap parking area.

Quality Control

In accordance with the FAR Sections 36.609-2(b) and 52.236-23 the Consultant is responsible for Quality Control, which includes ensuring the technical accuracy, completeness, and correctness of the work, and all topographic surveying aspects and details, including coordination of all sub-consultants with each other. The Consultant shall accomplish a Quality Control Review and shall make corrections prior to each submittal to NPS.

7.4 Survey Deliverables and Submittals

Survey Drawing and notes Submittals

7.4.. 90% Survey Submittal

One draft set of Survey drawings on bond paper in accordance with the drafting standards established in the Director's Order 10A, with the following exceptions: the minimum letter/number/symbol height shall be 0.100 inch, the contour lines shall be solid, and the north arrow shall be a standard surveying north arrow. Drawing sheets shall be on standard survey sheets, 22 inch by 36 inch.

Should the consultant encounter any existing survey monuments, provide Monument Location submittal.

Monument location recommendations on preliminary topographic drawings. Drawings should indicate new and existing control. Find the NPS Survey Monument Record Sheet under "Design/Templates" at:

http://workflow.den.nps.gov/staging/10_PublicForms/public_forms.htm#Design

7.4.. Final 100% Survey Submittal

One set of original, final Survey drawings on Mylar, archival quality in accordance with the drafting standards established in the Director's Order 10A, with the following exceptions: the minimum letter/number/symbol height shall be 0.100 inch, the contour lines shall be solid, and the north arrow shall be a standard surveying north arrow. Drawing sheets shall be on standard survey sheets, 22 inch by 36 inch, 4-mil thick, double matte Mylar.

DRAFT – FOR REVIEW ONLY

Two CD-ROMs or DVD-ROMs in clear slim jewel cases, with the final AutoCAD 2010 drawing files, or later version, Autodesk Civil 3D files, electronic field data, digital photographs and PDF's of the following:

- A description of the survey
- Original field books
- GPS data
- Monumentation information and record sheets
- Notes
- Raw data or electronic field book
- Calculations
- Sketches
- Copy of the survey contract or task order with the original scope of work
- A README file that describes the project by park name; PMIS number; location and area of the project; drawing number; drawing sheet index; type of files; and any unusual or distinctive conditions of the project

The CD-ROMs or DVD-ROMs shall be formatted single session; finalized disk; Joliet or ISO 9660 Level 2 file system; and clearly labeled (electronically printed) with the following information:

- Park four-letter alpha code (GLCA)
- TOPOGRAPHIC SURVEY
- Drawing Number (608/**)
- Project name/title (Construct Horseshoe Bend Trail)
- Date submitted (e.g. July 19, 2016)
- Name of Prime Consultant
- Survey sub-consultant and telephone number

7.5 Survey Technical Requirements

Survey Control

Project control shall be referenced in State Plane Coordinates for the State in which the survey is performed.

- Set at least two Permanent survey monuments at locations which are not in the area of proposed construction or known future disturbance, at least 200 feet apart as approved by the park and/or the COR. Two monuments shall be set in Project area.
- Provide NPS Survey Monument Record Sheets for each monument set.
- Use existing monuments if available in addition to monuments set for the project.

Field Work

Take sufficient survey shots to adequately develop contours at one-foot intervals and develop the plan and profile information. For trail areas that are flat or do not drain properly, based on the

DRAFT – FOR REVIEW ONLY

collected siltation, ponding and when visually or topographically apparent, provide additional spot elevations to design and construct the trails for ADA-ABA compliance and to be well drained.

Take sufficient survey shots to adequately define the topography and plan and profile information of the design and construction area. Survey shots shall be gathered using electronic total stations and data collectors. Locate and identify the following, if in existence at the site:

- Building corners, corners, landings, railings, downspouts, window wells, porches, steps, and stoops.
- Existing signs except existing interpretive markers (4x4 posts with a number).
- Structures, bridges, slabs, walls, rails, ramps, steps, fences, guard rails, gates, posts, signs, rock boulders, and other existing conditions providing pertinent dimensions, materials, and elevations.
- Roads, road names, parking areas, trails, paths, and miscellaneous pavement edges, corners, intersections with other features. Identify pavement and other surface's materials, width of pavement. Identify island material, edging, and dimensions.
- Curbs and gutters with top and bottom elevations, widths, and materials.
- Rocks, rock outcroppings, rock ledges, and edges of rock in both the horizontal and vertical planes.
- Take survey shots to adequately define top and bottom of slopes, high points, low points, grade breaks, ground anomalies, pavement cross sections and crowns, direction of pitch on paved surfaces, and to accurately define curvilinear features.
- Take sufficient shots on opposite edges along lengths of walks, and at middle of walks where cross slopes are not consistent.
- Take sufficient shots for spot elevations on paving or other hard surfaces to the nearest 0.01 foot and to the nearest 0.10 foot on other surfaces.

7.6 New Survey Monuments

Survey monuments shall be aluminum posts, 2.5 inch diameter by 30 inch length. For setting in workable soil, set the survey monument 24 inches in the ground with 6 inches protruding (in heavy use areas or where it could be a hazard reduce the protruding height to 2 inches) with 6 inch by 6 inch or 6 inch diameter concrete collar that extends no more than 6 inches below ground surface to top edge of the cap. Before the concrete is placed for the collar, backfill lower 18 inches of pipe, tamp to compact well. Other types of monuments may be used as approved by the COR.

- Survey monuments shall be stamped with a center punch indicating the exact point on the monument associated with the coordinate for the monument. Provide the current year on the set monument and a letter or number combination in a series approved by the park and/or the COR.
- Provide a NPS Survey Monument Record Sheets for each monument set and/or found.

DRAFT – FOR REVIEW ONLY

- Provide recommended locations for setting monuments for Project Manager review and comment. Do not set monuments until approval is given by the Project Manager.

7.7 Photographs and Sketches

Take digital photographs of the overall site, noteworthy portions of existing trail, interiors of utility structures and other structures or conditions requiring better definition.

Take digital photographs of all set and found survey monuments, taken at approximately 12 to 18 inches from the survey monument face so that all monument information is clear and legible. The digital camera shall have a minimum capability of a 10 megapixels. Images shall have a minimum resolution of 4000 pixels wide and 3000 pixels high, JPG/JPEG format.

Draw sketches, as necessary, to illustrate existing structures and/or other conditions which may be unique or hard to describe in words.

7.8 Office Work

Drawing Standards

Spot elevations on paving or other hard surfaces shall be to the nearest 0.01 foot and to the nearest 0.10 foot on other surfaces.

Field survey work shall be compiled and mapped with the use of AutoCAD 3D software, with all information, data, (including the TIN surface), and electronic files provided.

Produce drawing sheets in AutoCAD 2010 .DWG files, or a later version. Each drawing shall be set up as an individual electronic file, with an additional NPS cover and index sheet. The drawings shall be titled **Topographic Survey for Horseshoe Bend Trail, Glen Canyon National Recreation Area with Drawing Number 608/****.

All existing and new monumentation and/or control information (northing, easting, elevations, descriptions, and locations) used for this project shall be placed in the left column of the standard survey sheet. Indicate horizontal and vertical datum used for this project in the appropriate box on the standard survey drawing sheet.

The drawings shall comply with the drafting standards established in the Guideline for Preparation of Design and Construction Drawings, Director's Order 10A, dated April 2003 or later, and DSC CADD Standards, dated January 2007 or later. Use <http://cadd.den.nps.gov> to access these Standards, and the standard survey sheet.

Archival Base Map

Produce a record archival base map with mapping information on individual layers within the electronic drawing files. This information shall be on unfrozen layers. These unfrozen layers shall include, but not be limited to the following:

DRAFT – FOR REVIEW ONLY

- Drawing sheet format
- North arrow, scale, symbol legend
- Contour lines at 1 foot intervals
- Index contour lines at 1 foot intervals
- Buildings
- Trees and vegetation
- Structures, fences, gates, walls, and steps
- Pavements
- Dirt and gravel trail, path, and road edges
- Drainage structures, ditches, swales, outfalls, etc.
- Walks, steps, ramps and rails
- Curbs and gutters
- Utilities (one layer for each type)
- Spot elevations (to include the minimum spot elevations which, in conjunction with the contours, are required to communicate critical elevations. The spot elevations on this layer should be limited to high points; low points; grade breaks; areas where spot elevations are required to indicate anomalies in the ground surface; and utility structures rim and invert elevations.

7.9 Drawing of Topographic Survey Limits

The survey area for the survey shall include the limits previously defined in this scope of work.

8 Standard Services and A/E's Price Proposal

Comply with standard services per the IDIQ contract, except as modified elsewhere in this task order.

Progress payments to the A/E shall be made on the basis of acceptable invoice submitted monthly for the actual percentage of services completed by the A/E.

8.1 Price Proposal

The A/E's price proposal for this task order shall be prepared and submitted in a format that matches the AE PD SD Task Order Price Proposal Template.

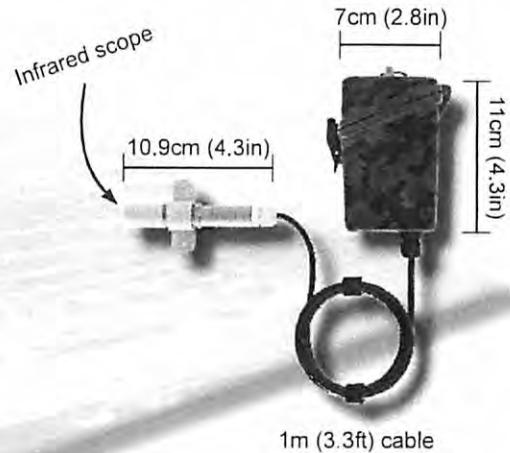
Provide pricing for each of the following items:

1. Survey, including all documentation of survey
2. Pre design, including alternative surface treatments

9 PHOTOGRAPHS OF EXISTING CONDITIONS

Key Features

- *Advanced Microelectronic Design*
- *Detects and Counts Trail Traffic*
- *High-Quality Infrared Scope*
- *Small and Easy to Hide — Reduces Vandalism Risk*
- *Quick to Install*
- *Long Battery Life (approx. 3 years)*
- *Large Memory Capacity (store > 400 million counts)*
- *Optional Locking Steel Box*
- *Field-Proven, Generation III Design (> 10 year history)*



Compact, Unobtrusive Design

The TRAFx Infrared Trail Counter is designed to count general traffic on trails and paths — hikers, joggers, horseback riders, snowmobiles, cyclists, etc. Unlike other infrared trail counters, it does not require a receiving unit or reflector to operate. This results in a very compact, easy-to-hide design, that reduces risk of vandalism. Using a small, high-quality infrared scope mounted on a tree or post and pointed towards the trail, the TRAFx Infrared Trail Counter detects and counts the infrared signature associated with people.

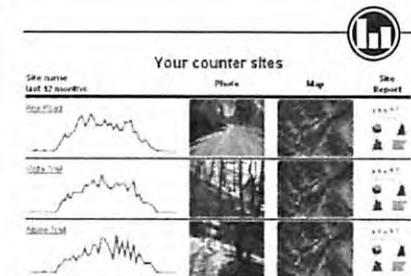
Easy Installation

A camouflage "skin" superbly hides the unit and blends it in with the forest environment. In busy, open areas (e.g., urban areas), a low-cost locking steel box can be used. The TRAFx Infrared Trail Counter also works well in winter conditions on hiking, ski, snowshoe, or snowmobile trails. It is quick and easy to install, and uses three small "AA size" alkaline batteries.

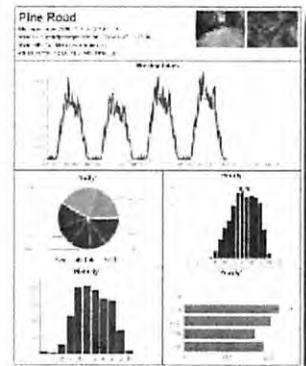


Connect the counter to a PC with the TRAFx Dock to configure it.

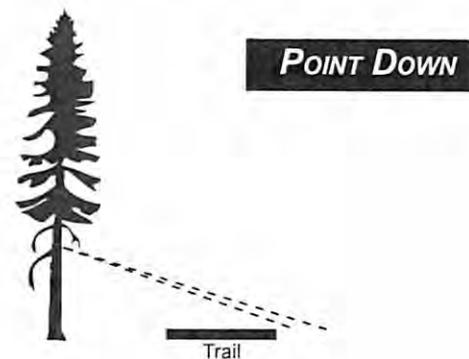
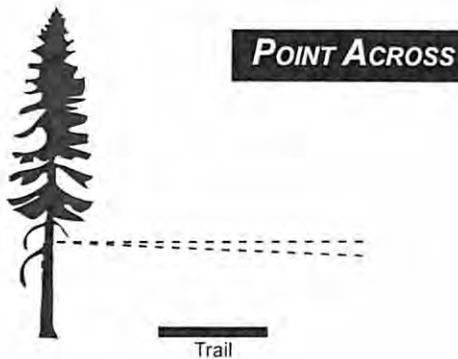
Or, use the Dock as a stand-alone "shuttle" to download data in the field.



Use TRAFx DataNet to view and manage your data and produce professional reports in seconds.



Try the free Demo at www.trafx.net



FEATURES

- Hourly or daily totals, or timestamps
 - 14 000 hourly or daily totals = > 400 million counts
 - 14 000 timestamps
- Flexible installation options (see above)
- User programmable modes/settings
 - Programmable settings include:
 - *Real-time clock *Start date/time
 - *Delay after event *Site/counter name
- Three colour-coded LEDs indicate status of operation
 - green light flashes upon detection
- Digital readout of battery voltage level (e.g., 4.2V)
- Automatic low battery warning
- User replaceable parts



In busy or open areas, use a locking box. We supply detailed instructions how to turn a low-cost electrical box into a locking box for the TRAFx counter.

SPECIFICATIONS

CASE: 11cm x 7cm x 3cm (4.3in x 2.8in x 1.2in); weatherproof
 TOTAL WEIGHT: 170g (6oz) (without batteries)
 CABLE: 1m (3.3ft)
 POWER: Three "AA size" alkaline batteries (e.g., Energizer)
 BATTERY LIFE: Approx. 3 years
 DIGITAL MEMORY DESIGN: Data and settings are retained even when batteries are removed or die
 TIME KEEPING: Quartz clock; 20ppm accuracy
 OPERATING TEMPERATURE: -40C (-40F) to +50C (122F)
 SENSOR TYPE: Thermal infrared microsensor
 DETECTION RANGE: 6m (20ft)
 COMMUNICATIONS: RS232 serial; 115,000 baud
 DATA TYPE: ASCII; .TXT file type
 OTHER: Gold-plated PCB; silicon conformal protected electronics; electrostatic discharge protection; short circuit protection; RoHS (lead-free)
 WARRANTY: One year parts and labour. Learn more about the warranty at www.trafx.net/legal
 EMI COMPLIANCE: FCC, IC, CE

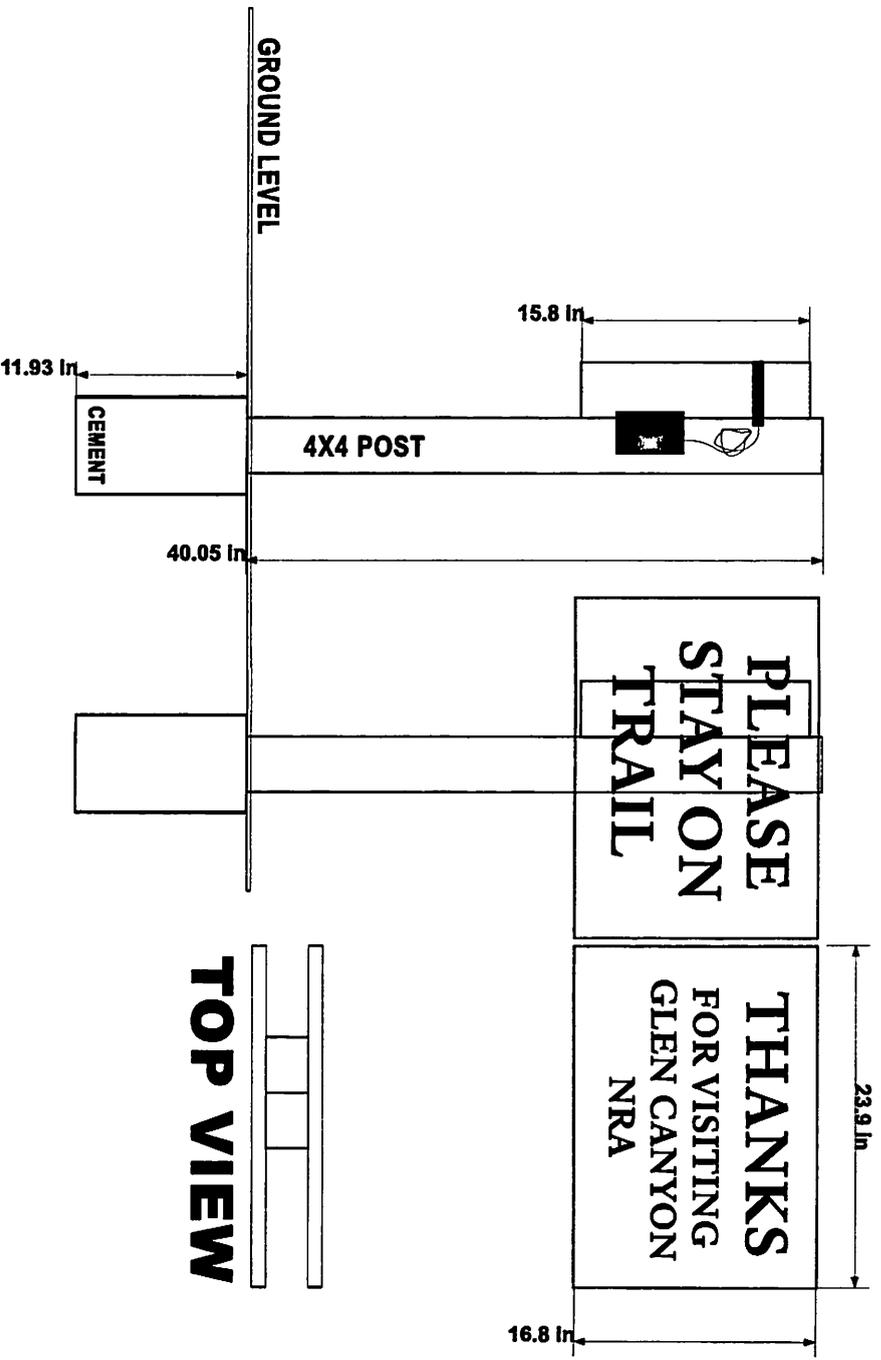
ACCESSORIES/OPTIONS

- LCD tally display
- Extended 5-year warranty

TRAFx Research Ltd.

6A Riverstone Road, Canmore, Alberta, Canada T1W 1J5
 T: (403) 678 1802 F: (403) 451-1561
 E: info@trafx.net www.trafx.net

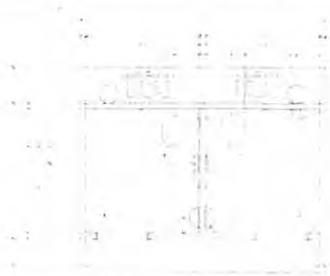




- The post is 4in x 4in lumber
 - 2in. x 14in x 3in will be drilled out for the counter
 - Another 4in x 4in x 16in lumber will be added to the post for the placing the counter in a stable position
- The signs are to camouflage the counter
 - NOTE: the verbiage is not final.
- The cement is to prevent people from taking the sign, and counter.



Google



Tioga Special double vault. Standard features include two ABS lined concrete vaults, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

Base Price	Price per unit	Click to select	
Tioga Special	\$ 24,492.59		24,492.59
Added Cost Options:			
Installation	\$ 3,200.00	<input type="checkbox"/>	0.00
Chase Option	\$ 1,900.00	<input type="checkbox"/>	0.00
Optional Wall Texture <small>-choose one</small> <input type="checkbox"/> Split Face Block <input type="checkbox"/> Struck Trowel	\$ 2,200.00		0.00
Optional Roof Texture <small>-choose one</small> <input type="checkbox"/> Delta Rib	\$ 900.00		0.00
R-19 Roof Insulation	\$ 865.00	<input type="checkbox"/>	0.00
Room Wastebasket	\$ 120.00	<input type="checkbox"/>	0.00
Hand Sanitizer	\$ 70.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance	\$ 4,200.00	<input type="checkbox"/>	0.00
Solar Light Kit	\$ 1,340.00	<input type="checkbox"/>	0.00
Solar Fan Kit	\$ 1,290.00	<input type="checkbox"/>	0.00
Conduit Junction Box (chase only)	\$ 200.00	<input type="checkbox"/>	0.00
Electric Light Package (chase only)	\$ 5,650.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Single Color	\$ 55.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Two Tone Color	\$ 61.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$ 0.00
Estimated One-way Transportation Costs to Site (quote):			\$ 9,000.00
Custom Options: 2RM35119 owl guard (stack screen) - \$34.50 per stack X 2 stacks per unit			\$ 69.00
Total Cost per Unit Placed at Job Site: <small>(excludes all taxes)</small>			\$ 33,561.59

No Cost Options:

Single Color: (select one)	Two-Tone Color: Walls Pueblo Gold <input type="checkbox"/> Roof Nuss Brown <input type="checkbox"/>	*Signage: <input type="checkbox"/> Men <input type="checkbox"/> Women <input checked="" type="checkbox"/> Unisex <input type="checkbox"/> Accessible	Wall Vent Location: (upon entering door) <input type="checkbox"/> Right Side <input checked="" type="checkbox"/> Rear <input type="checkbox"/> Left Side <input type="checkbox"/> Door
-------------------------------	---	--	---

Deadbolt Lock: <input checked="" type="checkbox"/> CXT Supplied (Schlage) <input type="checkbox"/> Customer Supplied Lock	Door Opener: Privacy Latch ADA Handle <input type="checkbox"/>	Paper Holders: 3-Roll Stainless Steel <input type="checkbox"/>
---	---	---

This price quote is good for 60 days from date below, and is accurate and complete.

 CXT Sales Representative
 Date

I accept this quote. Please process this order.

 Company Name
 Customer
 Date

*Building includes restroom signs in Braille and roman lettering.

CXT[®] Concrete Buildings

Buildings Textures & Professional Site Maintenance & Replacement Park Products
Colors Services & Install Warranty Parts

Government
Purchasing

Sales Region
Information

WALL TEXTURES

Download printable versions

[Colors](#) [Textures](#)

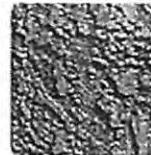
Wall Textures Standard



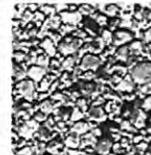
BARNWOOD



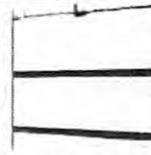
SPLIT FACE BLOCK



STUCCO



EXPOSED AGGREGATE



HORIZONTAL LAP
SIDING



BOARD & BAT



BRICK

Optional

Specialty



FIELD STONE

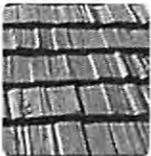


RIVER ROCK



NAPA VALLEY

Roof Textures Standard



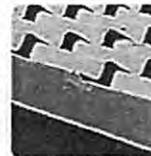
CEDAR SHAKE



DELTA



EXPOSED AGGREGATE



TILE

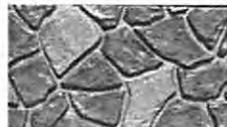
Optional

Specialty

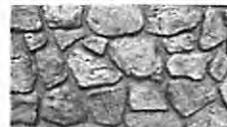
Stone Color Options



MOUNTAIN BLEND



BASALT

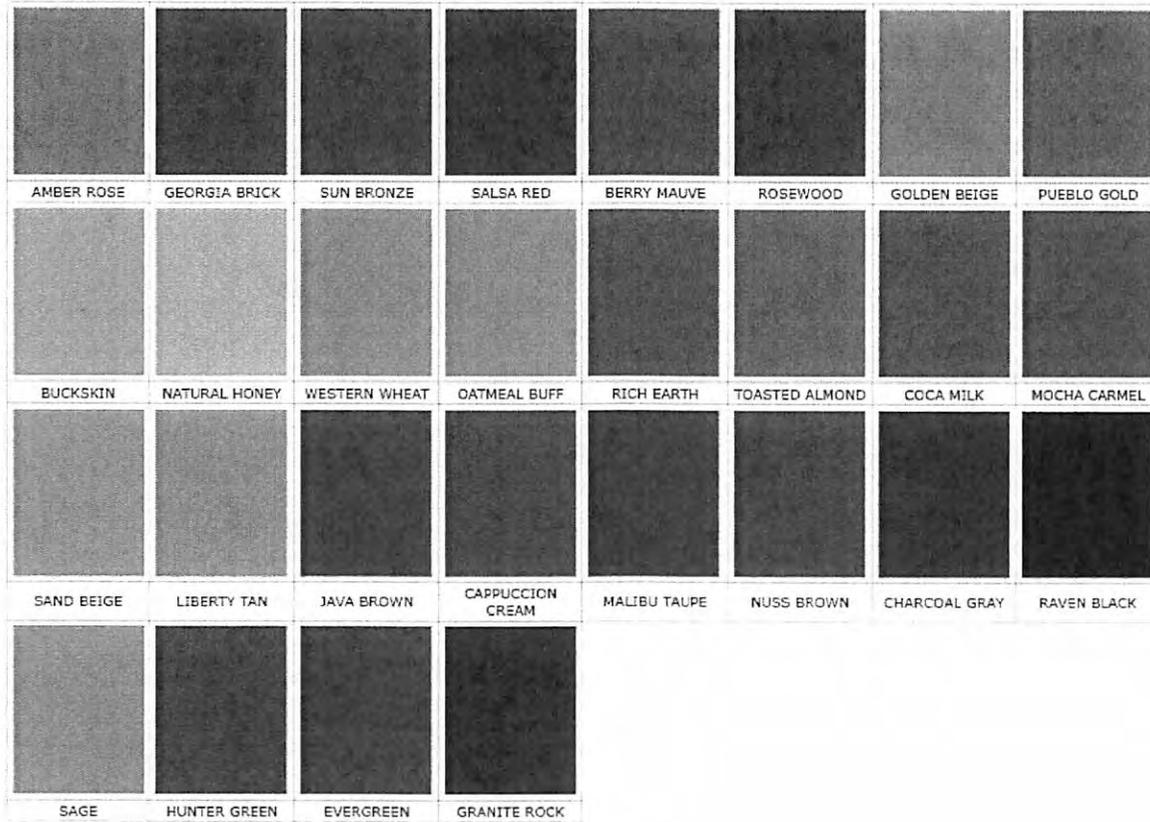


NATURAL GREY



ROMANA

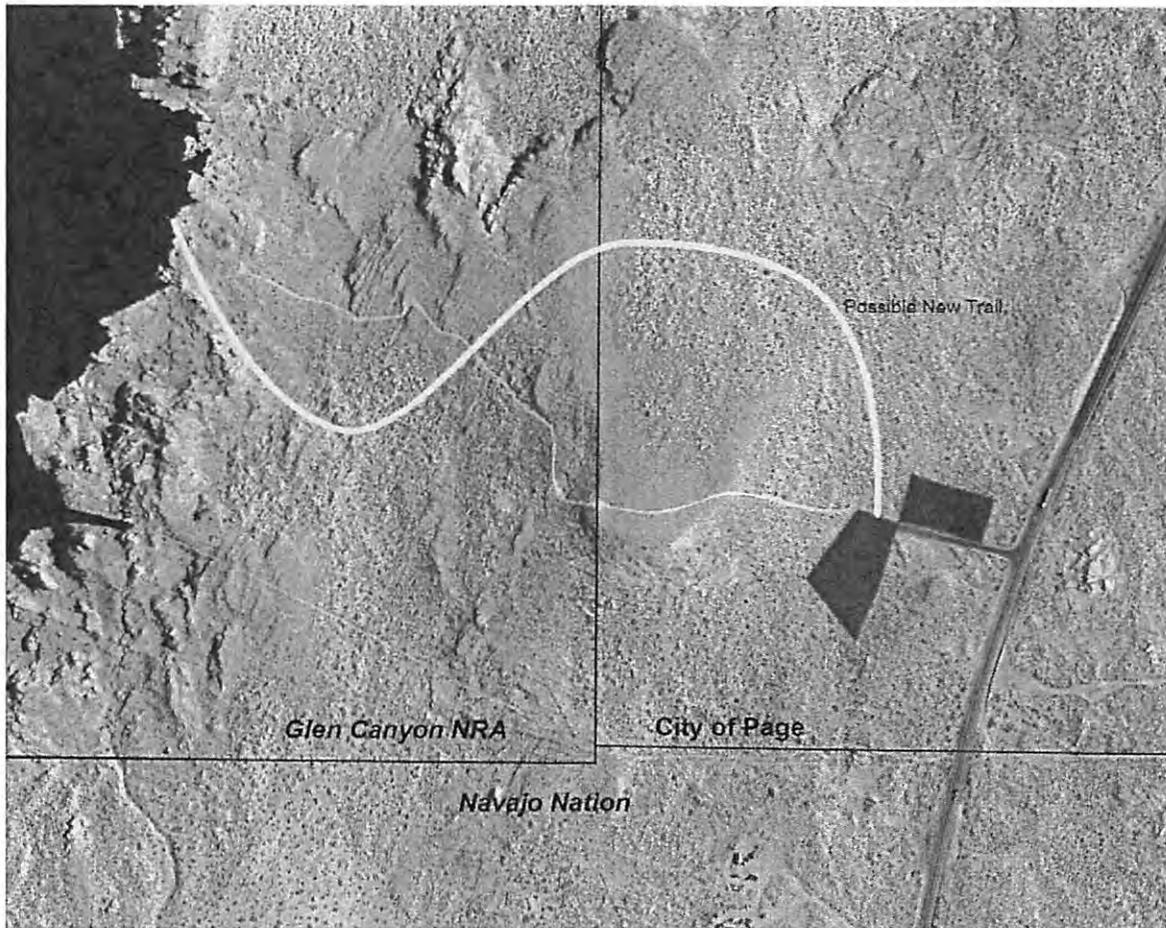
COLOR CHART

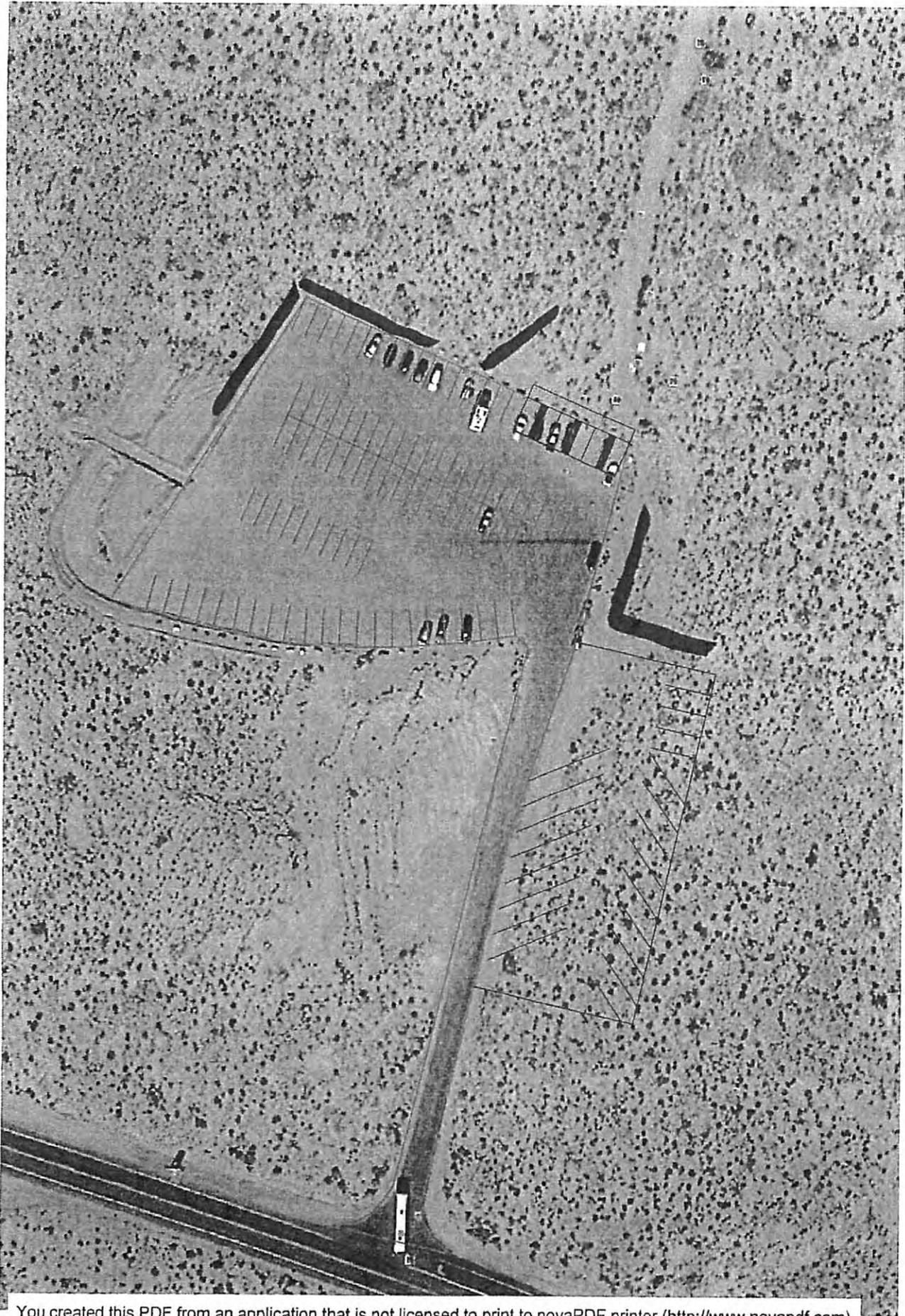


An **LB Foster.**
Company

L.B. Foster Home | Rail Products | Piling Products | Threaded Products | Coated Products | CXT Concrete Ties | Fabricated Bridge Products

Attachment F: Possible New Trail Alignment





You created this PDF from an application that is not licensed to print to novaPDF printer (<http://www.novapdf.com>)

Attachment G: Possible sites for Vault Toilets *Sites of interest for Vaults*

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
AUGUST 10, 2016**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on August 10, 2016, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Levi Tappan, Korey Seyler and Dennis Warner were present. Councilor Scott Sadler was excused. There was a moment of meditation. Councilor Tappan led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; IT Director, Kane Scott; Page Utilities General Manager, Bryan Hill; Community Development Director, Kim Johnson; Public Works Director, Cliff Linker; Engineer, Matthew Wood; Airport Director, Rick Olson; 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

Special City Council Meeting – July 19, 2016
Work Session Meeting – July 27, 2016
Regular City Council Meeting – July 27, 2016

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

CONSENT AGENDA

MINUTES

Rim Trail Subcommittee – November 10, 2015
Rim Trail Subcommittee – January 12, 2016
Planning and Zoning Commission – July 12, 2016
Parks and Recreation Advisory Board – July 18, 2016
Community Development Advisory Board – June 28, 2016
Community Development Advisory Board – July 14, 2016

Page City Council Regular Meeting-August 10, 2016

INFORMATION

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

Proclamation - Employer Support of the Guard and Reserve Week

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

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 the written recommendation for Page Utility Enterprises (PUE) rates

At the February 24, 2016 Regular City Council Meeting, Council voted to recommend a Commercial Sewer Rate increase to the PUE Board. On May 10, 2016 the PUE Board held a Public Hearing on the recommended rate changes, and City Council held a public hearing on June 8, 2016 for the recommended rate changes. At the June 8, 2016 Regular City Council Meeting, the City Council voted not to implement the recommend rate changes.

Pursuant to Ordinance 588-12, Section 2-9-6 requires that if the Council does not adopt the PUE Board's recommendation rates, that the Council must refer the matter back to the Board with a written explanation and specific recommendations for modification of the original Board recommendation.

At the July 19, 2016 Special City Council Meeting, City Council met to discuss the content of the written recommendation that would be provided to the PUE Board. There was not a consensus at the Special Meeting, but there was discussion about certain options that would be preferred by certain Council members.

Based upon the comments made during the original hearing before Council and the Special Meeting, the attached document was prepared by the City Attorney Josh Smith, to be used as an aid in constructing a written recommendation to the PUE Board. Because the rate reduction for electric appeared to have universal support it was included as the first part of the potential recommendation. The main two options discussed for the wastewater rate were the Recommended and Alternative Recommended Rate Structures set forth in the April 2015 Sewer Rate Study. A copy of the Recommended Rate Structure and Alternate Rate Structure from the Rate Study are attached hereto and by this reference made a part of herein.

Page City Council Regular Meeting-August 10, 2016

There was discussion pertaining to the rate classification. The rate classification rules are relevant and would impact PUE revenues. There was also discussion pertaining to the elimination of the Debt Service Fee. The Debt Service Fee is not a revenue source for PUE, but it is collected through PUE billing and is relevant to the discussion. Council would need to eliminate this fee through separate action, but the potential for removing the fee could be included in Council's recommendation to the PUE Board concerning rates in order to present the broader picture of Council's intentions with respect to PUE rates and billing.

City Attorney Josh Smith presented the agenda item. He stated that the PUE Board was waiting for a written recommendation from City Council regarding the proposed rate changes. A flowchart was provided to the City Council that outlined the Recommended Rate, Alternative Recommended Rate, and optional considerations referenced at the meeting. A copy of the flowchart is attached hereto and by this reference made a part of herein.

Councilor Warner prepared a Sewer Rate Adjustment Comparison chart. A copy of the chart is attached hereto and by this reference made a part of herein. The chart was based on 2015 actual revenue with three sections, Current Rate Structure, Recommended Rate Structure and Alternative Rate Structure for Commercial Class, Residential Class and Combined. The numbers used were PUE's actual, and the customer base and flowage represented in the study.

Councilor Warner went over the chart in detail, explaining the difference between the Recommended Rate and Alternative Rate Structures.

He stated that the Alternative Rate Structure met the criteria of establishing the distribution costs appropriate to the Class cost of service, but failed on the recommended sustainable base of 30% with only a 15% sustainable base.

The advantage of adopting the Alternative Rate Structure was that the flowage would include the National Park Service and Greenehaven and the cost would be shared among the local and non-local users. The Recommended Rate Structure does not include out of town customers, and if adopted all of the burden would be on the residents of Page.

Councilor Bryan asked if a 15% base would be sustainable.

Bryan Hill, PUE General Manager stated that he was not certain what the customer's response would be to a rate change, and that is why PUE requested the consultant's view. He stated that 15% was better than 10%, but it does not close the gap. The consultant suggested 30-40%.

Councilor Bryan asked Mr. Hill, short-term, does it solve our stability problem?

Page City Council Regular Meeting-August 10, 2016

Mr. Hill stated yes, that it will be helpful.

Vice Mayor Kocjan commented that the whole reason the rate structure was done was to get the base rate up where it needed to be.

There was discussion.

Councilor Warner presented a Residential Sewer Rate Comparison, attached hereto and by this reference made a part of herein. He described in detail the difference in cost between the Recommended Rate Structure and the Alternative Rate Structure.

The Alternative Rate Structure is heavily weighted on flow and lightly weighted on meters.

There was discussion.

Councilor Tappan asked what the procedure was for recommending the rate structure to the PUE Board.

City Attorney Josh Smith stated that the Council's recommendation would be sent to the PUE Board. The PUE Board has 30 days from receipt of the written recommendation to respond. If the PUE Board disagrees with the recommendation a joint hearing will be held. If the PUE Board does not respond, then the recommended rates would get implemented.

Mayor Diak asked if the recommended rates are approved, will the City have to go through the notice period again?

City Attorney Josh Smith stated that per the ordinance, at this point there are no further notice or mailing requirements. Either the rates are implemented by Resolution or a joint hearing is held and City Council will make the ultimate decision.

Councilor Warner suggested that the motion making the recommendation include reclassifying customers.

Mayor Diak reviewed the options on the flowchart provided by City Attorney Josh Smith.

City Attorney Josh Smith explained that the idea behind the flowchart was to aid in crafting one motion, however Council can make separate motions. He clarified that options 3 and 4 of the flowchart were not rate structures, but do have an impact, and it would allow the PUE Board to understand the direction that Council wants to go.

There was lengthy discussion.

Page City Council Regular Meeting-August 10, 2016

Vice Mayor Kocjan made a motion to authorize the Mayor to provide the following rate recommendations in writing to the Page Utility Enterprise Board:

1. Implement proposed electric rate reduction,
2. Alternative Rate Structure,
3. Set Residential/Commercial Rate Classifications for wastewater similar to electric with the following suggested language: The Utility shall establish the commercial rate to those services placed on commercial zoned property and commercial use on residential property, and the residential rate to those placed on residential zoned property used solely for residential purposes. Commercial includes churches, schools, apartment offices, trailer park offices, museums, non-profits, group homes, vacation home rentals, accounts serving multiple residences such as duplex, apartments, trailer parks, or any use not specifically residential, and
4. Notify the PUE Board that Council is considering the elimination of the Debt Service Fee.

The motion was duly seconded.

Clarification was made for #4 - elimination of the Debt Service was for sewer.

Councilor Tappan stated that he would like to see both Debt Services removed.

Councilor Warner stated that Council has the authority to do that at a later date. Sewer Debt Fee is associated with the sewer rate and the other Debt Service Fee is for trash.

The motion was duly seconded to implement 1, 2 – Alternative Plan, 3 and 4 - sewer only, and passed upon a vote.

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

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

The IGA stated that the City would pay its matching portion (5.7%) of the grant, plus any additional costs over the grant amount. The Arizona Department of Transportation (ADOT) completed an updated estimate. The estimate of probable construction costs for the project was \$511,000; when combined with the design costs (\$141,450), the project was estimated at \$652,450. The federal grant for the project was \$423,926; leaving the City's cost at \$228,524.

Due to the significant increase from the original estimate, ADOT requested the City's confirmation that the City wanted to continue with the project. If the City chose not to

Page City Council Regular Meeting-August 10, 2016

move forward with the project the funds would be used for other Federal Transportation Enhancement projects outside of the City.

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

Mayor Diak stated that the project was started six years ago and now there are substantial changes in the cost.

Matthew Wood, Engineer presented the agenda item.

There was lengthy discussion.

Councilor Bryan made a motion to move forward with the construction of the sidewalk, or at least the process, along the west side of Lake Powell Boulevard. The motion was duly seconded and passed upon a 4-2 vote with Mayor Diak, Councilors Bryan, Warner, and Seyler in favor and Vice Mayor Kocjan and Councilor Tappan voting against.

NEW BUSINESS

Presentation pertaining to the Coconino Community College (CCC) by President Dr. Colleen Smith

President Colleen Smith introduced herself and gave a brief history of her work experience. She stated that she has been with CCC for about six months and has been working hard to learn as much as possible about the area, what the college is doing and what can be done. She provided a power point presentation with information about CCC, their new ideas, how the college was funded, and the challenges CCC was facing. She stated that the CCC Board voted for an override and it will be on the November ballot as Prop. 410. The last day to register to vote is October 10th and Election day is November 8th.

President Smith introduced Jim Hunter from CCC and Joey Smith from the Foundation Board. Mr. Hunter stated that he was excited about the future of the College. Mr. Smith stated that he was local, and attended Page High School. He is a Foundation Board Member and the Human Resource Director at Antelope Point Marina. He expressed the need for specialized training for employees, education, and his support for the college.

There was discussion pertaining to the dual enrollment between the Page High School and CCC.

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

At the April 6, 2016 City Council Work Session, Council discussed the pending events assistance program. During the discussion Council Member Warner submitted

Page City Council Regular Meeting-August 10, 2016

recommendations for two programs, one for events organized by non-profit organizations, and one for community organizations and programs. It was the consensus of Council that these recommendations are a good starting point, and they were referred back to the Community Development Advisory Board.

At the April 26, 2016 Community Development Advisory Board (CDAB) Meeting, the Board was provided with the City Council recommendations and direction. The Board directed staff to move forward with program guidelines, events assistance policy, and a community organizations and programs policy.

EVENTS ASSISTANCE PROGRAM:

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

COMMUNITY ORGANIZATIONS AND PROGRAMS ASSISTANCE POLICY:

The Community Organizations and Programs Policy provides for cash and in-kind assistance to non-profit community entities and programs that meet established criteria, including current City Council Strategic Priorities. Examples of qualifying organizations or events include Pow Wow and Lake Powell Concert Association. The policy establishes an annual application process in conjunction with the next fiscal year budget planning. Application will be through a letter of request and must include adequate program and financial information to show compliance with established criteria.

Events

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

Community Organizations and Programs

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

Page City Council Regular Meeting-August 10, 2016

Non-Qualifying Events

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

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

City Sanctioned Events

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

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

APPLICATION FORM

It was recommended that the existing Special Event Permit Application be used for the Events Assistance Program with the following changes:

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

ADVISORY BOARD RECOMMENDATION:

At the April 26, 2016 CDAB Meeting, the Board voted to recommend approval of the Event Assistance Program, and Community Organizations and Programs Assistance Policy, and at the January 26, 2016 CDAB Meeting, the Board voted to approve amendments to the Special Event Permit Application.

Community Development Director Kim Johnson presented the agenda item.

Page City Council Regular Meeting-August 10, 2016

Councilor Bryan stated that he was in favor of event applications and that the Community Development Board had worked very hard on them.

Councilor Warner, stated that he would like the inclusion of no direct or indirect funding provided.

There was discussion regarding City sanctioned events.

Motion made by Councilor Bryan to approve the Event Assistance Program, the Community Organization and Programs Assistance Policy, and approve the Special Event Permit Application Form, as amended pursuant to Councilor Warner's statement that no direct or indirect funding would be provided other than departmental reimbursement of City provided services for short-term activities. The motion was duly seconded and passed upon a vote.

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

The Page Lake Powell Chamber of Commerce is requesting to expand the 2016 Balloon Regatta Vendor Fair location and duration. The proposal was to expand the footprint of the vendor fair to wrap around the North Navajo Drive side of the mall up to State 48 Tavern. The proposal also includes expanding the event to two days to be held on Friday and Saturday from 11:00 a.m. to 10:00 p.m. The Chamber indicated that they would be able to attract more vendors to a two-day event than a one-day event, which they believe would cause a need to expand the footprint.

At the July 26, 2016 CDAB Meeting, the Board considered the request and voted to recommend approval of the request to expand the location and duration of the Balloon Regatta Vendor Fair.

Community Development Director Kim Johnson presented the agenda item.

There was discussion.

Motion made by Councilor Warner to approve the request by the Page Lake Powell Chamber of Commerce to expand the location and duration of the 2016 Balloon Regatta Vendor Fair. The motion was duly seconded and passed upon a vote.

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

The City of Page was offered a free performance by the band "Changing Lanes" to perform at the City's amphitheater. The band was scheduled to perform at Antelope Point Marina on September 15th and 17th, 2016, and they were interested in performing at the amphitheater on September 16, 2016. The band said that they would shoot a video for their marketing purposes while performing at the amphitheater. The band requested the

Page City Council Regular Meeting-August 10, 2016

City to provide the venue, shade, and all production equipment such as stage lighting and sound.

The Chamber of Commerce offered to take the lead in coordinating the event if the City covered the expenses.

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

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

ADVISORY BOARD RECOMMENDATION:

At the July 26, 2016 CDAB Meeting, the Board considered the opportunity. The consensus of the Board was, that this was not a money making opportunity, but that it was a good opportunity to put on a community event and showcase the amphitheater as a concert venue. The Board also discussed that the band would shoot a video that would be available to the City for its use. The Board voted to recommend that the City Council accept the free performance offer and allocate a budget of up to \$15,000 for associated costs (3-2).

Community Development Kim Johnson presented the agenda item.

She stated that after the agenda was put together, Staff received an offer from Scott Seyler from the Colorado River Discovery (CRD) to donate up to \$5,000.00 in support of the event. CRD would like the City to invest in the remainder of the cost and they would like to have two (2) members of their staff on the committee to organize the event. Councilor Warner gave the Chamber of Commerce suggestions for revenue generating ideas for the venue.

Ms. Johnson stated that Judy Franz from the Chamber of Commerce was available to answer any questions.

Councilor Warner stated that he gave the Chamber of Commerce some suggestions and he was not advocating that the City take charge or fund the concert. He referenced that

Page City Council Regular Meeting-August 10, 2016

the City just approved the event guidelines where the City was not going to give out cash.

Councilor Bryan stated that the CDAB considered how the City was going to run the amphitheater and, if the City could operate and manage it. He raised the question, "When was the City going to find out if the amphitheater was a viable venue for events for the City to partner with or endorse?"

There was lengthy discussion.

Chamber of Commerce Director Judy Franz stated that she would do whatever she could do, but her concern was that the concert was in four weeks. She spoke in favor of the concert and referenced that a video would be made to use as a marketing tool for the area, and then stated that she has already raised \$1,000.00 for the event, in addition to the donation from CRD.

Discussion continued.

Community Director Kim Johnson stated that the CDAB considered the event to be a City sanctioned event.

There was further discussion.

Motion made by Councilor Warner to reject the funding of the Changing Lanes Band promotion and to see if charity wants to take it on. The motion was duly seconded.

Councilor Seyler stated that it was a unique opportunity to have a national act perform in Page, and that it would be a nice community event for the City of Page and the tourists. He asked Judy Franz from the Chamber if she thought she could raise additional funds.

Judy responded that she would attempt to raise support for the event.

Councilor Tappan said, if you looked at actual expenses, you would only be looking at approximately \$1,000.00. The shade structure purchased for the event would be considered capital and the City would own it.

Further discussion continued.

The motion failed with a 3-3 vote with Vice Mayor Kocjan , Councilors Warner and Bryan voting in favor and Mayor Diak, Councilors Tappan and Seyler voting against.

Councilor Tappan made a motion to approve funding in the amount of \$5,000.00. The motion was duly seconded and failed with a 3-3 vote with Mayor Diak, Councilors Tappan and Seyler voting in favor and Vice Mayor Kocjan, and Councilors Warner and Bryan voting against.

Page City Council Regular Meeting-August 10, 2016

Discussion and possible action pertaining to an FAA grant for the Page Municipal Airport
The City of Page submitted to the Federal Aviation Administration (FAA) a project application dated April 12, 2016 for a grant of federal funds for a project at the Page Municipal Airport. The FAA approved the project consisting of the following: Construct new partial parallel Northwest Taxiway C-Design only and Rehabilitate the Apron – Design only.

BUDGET IMPACT:	
FAA (95%)	\$239,167.26
ADOT (2.5%)	\$ 6,293.87
CITY (2.5%)	\$ 6,293.87
TOTAL:	\$251,755.00

Airport Director Rick Olson, presented the agenda item

Motion made by Vice Mayor Kocjan to accept the FAA Grant Agreement Part 1 Offer, "Based on Bids", in the amount of \$251,755.00 and authorize the City Manager to execute the Grant Agreement.

There was discussion.

The motion was duly seconded and passed upon a vote.

Motion made by Vice Mayor Kocjan to authorize the City Manager to apply to the Arizona Department of Transportation (ADOT) for matching funds and execute the required documents. The motion was duly seconded and passed upon a vote.

Motion made by Mayor Diak to authorize the City Manager to coordinate and execute the Notice of Award, and the Notice to Proceed. The motion was duly seconded and passed upon a vote.

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

At the June 8, 2016 Regular City Council Meeting, Council approved a General Services Agreement with C&S Engineers, subject to the specific scope of services attached to an "Authorization for Services" for each project.

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

Page City Council Regular Meeting-August 10, 2016

BUDGET IMPACT:	
FAA (95%)	\$239,167.26
ADOT (2.5%)	\$ 6,293.87
CITY (2.5%)	\$ 6,293.87
TOTAL:	\$251,755.00

Motion made by Councilor Tappan to approve and authorize the Mayor to execute the Authorization for Services No. 1 and No. 2 with C&S Engineers for Design Services associated with Taxiway C and Apron Rehabilitation projects in the amount of \$251,755.00. The motion was duly seconded and passed upon a vote.

BID AWARDS

None scheduled

BUSINESS FROM THE MAYOR

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

The Mayor and several Council Members were scheduled to attend the Annual League of Cities and Towns Conference scheduled for August 23-26, 2016. Due to the Annual League Conference being scheduled during the week of the Regular City Council Meeting, the Regular City Council Meeting needed to be rescheduled.

Pursuant to Page City Code, Section 2-4-1, the rescheduled Regular City Council Meeting must not exceed more than seven (7) days before or after the date being advanced or delayed.

Motion made by Vice Mayor Kocjan to reschedule the August 24, 2016 Regular City Council Meeting to August 31, 2016. The motion was duly seconded and passed upon a vote.

BUSINESS FROM THE MANAGER

None scheduled

BUSINESS FROM THE CITY ATTORNEY

None scheduled

BUSINESS FROM THE COUNCIL

None scheduled

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

Brian Carey, Parks and Recreation Board Member, gave an update regarding the Parks Master Plan and John C. Page Memorial Park Plan.

Page City Council Regular Meeting-August 10, 2016

DEPARTMENTS

None scheduled

CLAIMS

None scheduled

The meeting was adjourned at 9:17 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 10th day of August, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 31st day of August, 2016

Kim Larson, City Clerk

Alternative Residential Bill Impacts @ 3,000 Gallons Winter Averaging Usage

Meter Size	FY 2015 Customers	Current Bill	Recommended	Increase (\$)	Increase (%)
5/8"	792	\$ 16.54	\$ 25.47	\$ 8.93	54%
3/4"	587	\$ 16.54	\$ 25.47	\$ 8.93	54%
1"	911	\$ 16.54	\$ 25.47	\$ 8.93	54%
1.5"	6	\$ 16.54	\$ 25.47	\$ 8.93	54%

Alternative Residential Bill Impacts @ 5,000 Gallons Winter Averaging Usage¹

Meter Size	FY 2015 Customers	Current Bill	Recommended Alternative Bill	Increase (\$)	Increase (%)
5/8"	792	\$ 24.90	\$ 25.47	\$ 0.57	2%
3/4"	587	\$ 24.90	\$ 25.47	\$ 0.57	2%
1"	911	\$ 24.90	\$ 25.47	\$ 0.57	2%
1.5"	6	\$ 24.90	\$ 25.47	\$ 0.57	2%

¹Typical Residential Winter Average

Alternative Residential Bill Impacts @ 10,000 Gallons Winter Averaging Usage

Meter Size	FY 2015 Customers	Current Bill	Recommended Alternative Bill	Increase (\$)	Increase (%)
5/8"	792	\$ 45.80	\$ 25.47	\$ (20.33)	-44%
3/4"	587	\$ 45.80	\$ 25.47	\$ (20.33)	-44%
1"	911	\$ 45.80	\$ 25.47	\$ (20.33)	-44%
1.5"	6	\$ 45.80	\$ 25.47	\$ (20.33)	-44%

Alternative Commercial Bill Impacts @ 10,000 Gallons Usage

Meter Size	FY 2015 Customers	Current Bill	Recommended Alternative Bill	Increase (\$)	Increase (%)
5/8"	21	\$ 45.80	\$ 141.11	\$ 95.31	208%
3/4"	63	\$ 45.80	\$ 141.11	\$ 95.31	208%
1"	183	\$ 45.80	\$ 141.11	\$ 95.31	208%
1.5"	51	\$ 45.80	\$ 141.11	\$ 95.31	208%
2"	122	\$ 45.80	\$ 141.11	\$ 95.31	208%
3"	5	\$ 45.80	\$ 141.11	\$ 95.31	208%
4"	13	\$ 45.80	\$ 141.11	\$ 95.31	208%
6"	3	\$ 45.80	\$ 141.11	\$ 95.31	208%

Alternative Commercial Bill Impacts @ 30,000 Gallons Usage

Meter Size	FY 2015 Customers	Current Bill	Recommended Alternative Bill	Increase (\$)	Increase (%)
5/8"	21	\$ 129.40	\$ 141.11	\$ 11.71	9%
3/4"	63	\$ 129.40	\$ 141.11	\$ 11.71	9%
1"	183	\$ 129.40	\$ 141.11	\$ 11.71	9%
1.5"	51	\$ 129.40	\$ 141.11	\$ 11.71	9%
2"	122	\$ 129.40	\$ 141.11	\$ 11.71	9%
3"	5	\$ 129.40	\$ 141.11	\$ 11.71	9%
4"	13	\$ 129.40	\$ 141.11	\$ 11.71	9%
6"	3	\$ 129.40	\$ 141.11	\$ 11.71	9%

Page Utility Enterprises - 2015 Water/Sewer COS & Rate Design Study
Alternative Rate Design 2 - Flat Fees at Cost of Service

Residential Rates

Total Active Meters 2,271
 Total Test Year Volumes (kGal) 104,895

Base Customer Charge	\$	25.47	Base Charge Revenue	\$	694,207
Volumetric Charge	\$	-	Volumetric Charge Revenue		-
			Total Revenue		\$ 694,207

Meter Size	Customer Charge
5/8"	\$ 25.47
3/4"	\$ 25.47
1"	\$ 25.47
1 1/2"	\$ 25.47

Revenue Requirement (FY 2016)	\$	694,207
Total Revenue	\$	694,207
Avg. Monthly kGal Usage		3.85
Avg Monthly Cost (1" Meter)	\$	25.47
% Fixed Revenue		100.00%
% Variable Revenue		0.00%

8-10-16 Regular Council Meeting
 Submitted by Councilor Warner
 2nd slide

Residential Sewer Rate Comparison

3000 Gal/Mo - 5/8"-1" Residential Customer without Sewer Debt Chg.

		Current Rates		Recommended Rates			Alternative Rates		
Base Rate	1	4.00	4.00	12.52	12.52	213%	3.81	3.81	-5%
Volumetric Charge	3	4.18	12.54	4.18	12.54	0%	5.63	16.89	35%
Trash Debt Chg.	1	4.59	4.59	4.59	4.59	0%	4.59	4.59	0%
Sewer Debt Chg.	3	0.76	2.28	-	-				
Total Monthly Chg.			23.41		29.65	27%		25.29	8%

5000 Gal/Mo - 5/8"-1" Residential Customer without Sewer Debt Chg.

		Current Rates		Recommended Rates			Alternative Rates		
Base Rate	1	4.00	4.00	12.52	12.52	213%	3.81	3.81	-5%
Volumetric Charge	5	4.18	20.90	4.18	20.90	0%	5.63	28.15	35%
Trash Debt Chg.	1	4.59	4.59	4.59	4.59	0%	4.59	4.59	0%
Sewer Debt Chg.	5	0.76	3.80	-	-				
Total Monthly Chg.			33.29		38.01	14%		36.55	10%

3000 Gal/Mo - 5/8"-1" Residential Customer without Sewer & Trash Debt Chg.

		Current Rates		Recommended Rates			Alternative Rates		
Base Rate	1	4.00	4.00	12.52	12.52	213%	3.81	3.81	-5%
Volumetric Charge	3	4.18	12.54	4.18	12.54	0%	5.63	16.89	35%
Trash Debt Chg.	1	4.59	4.59	-	-				
Sewer Debt Chg.	3	0.76	2.28	-	-				
Total Monthly Chg.			23.41		25.06	7%		20.70	-12%

5000 Gal/Mo - 5/8"-1" Residential Customer without Sewer & Trash Debt Chg.

		Current Rates		Recommended Rates			Alternative Rates		
Base Rate	1	4.00	4.00	12.52	12.52	213%	3.81	3.81	-5%
Volumetric Charge	5	4.18	20.90	4.18	20.90	0%	5.63	28.15	35%
Trash Debt Chg.	1	4.59	4.59	-	-				
Sewer Debt Chg.	5	0.76	3.80	-	-				
Total Monthly Chg.			33.29		33.42	0.4%		31.96	-4%

8-10-16 Regular Council Meeting
 Submitted by Councilor Warner
 1st slide

Sewer Rate Adjustment Comparison

Figures based on 2015 Active Meters and Usage

8/10/2016

	Current Rate Structure (2015 Actual)					
	Residential Class		Commercial Class		Combined	
	Revenue	%	Revenue	%	Revenue (1)	%
Total Customers	2,271		390			
Base Rate (\$4 per meter)	109,008	17.89%	18,720	3.58%	127,728	11.28%
Volumetric Charge (\$4.18/Kgal)	500,292	82.11%	504,263	96.42%	1,004,554	88.72%
Total Revenue	609,300	100%	522,983	100%	1,132,282	100%
% of Total Revenue		53.81%		46.19%		

(1) Source: PUE Sewer Budget 2014/15 Actuals

	Recommended Rate Structure					
	Residential Class		Commercial Class		Combined	
	Revenue (2)	%	Revenue (2)	%	Revenue (2)	%
Base Rate	342,547	43.86%	148,437	25.88%	490,984	36.25%
Volumetric Charge	438,462	56.14%	425,065	74.12%	863,527	63.75%
Total Revenue	781,009	100%	573,502	100%	1,354,511	100%
% of Total Revenue		57.66%		42.34%		

(2) Source: Appendix C: Recommended Rate Design

	Alternative Rate Structure					
	Residential Class		Commercial Class		Combined	
	Revenue (3)	%	Revenue (3)	%	Revenue (3)	%
Base Rate	104,242	15.01%	99,116	15.01%	203,358	15.01%
Volumetric Charge	590,076	84.99%	561,326	84.99%	1,151,402	84.99%
Total Revenue	694,318	100%	660,442	100%	1,354,760	100%
% of Total Revenue		51.25%		48.75%		

(3) Source: Appendix D: Alternative Recommended Rate Design

Variance to Actual

Actual 2015 Revenue vs Recommended Rate Structure:	222,229	19.6%
Actual 2015 Revenue vs Alternative Rate Structure:	222,478	19.6%
Sewer Debt Service Fees Collected in 2015:	211,448	18.7%
Impact on Recommended Rate from Elimination of Sewer Debt Service Fee:	10,781	4.9%
Impact on Alternative Rate from Elimination of Sewer Debt Service Fee:	11,030	5.0%

* Impact on Sewer Dumping Revenue if Alt. Rate Adopted:	2016/17 Budget Revenue	Current Rate/1000	Total Usage (1000 gals)	Alternative Rate/1000	Revenue with Alt. Rate	Revenue Change	% Change
	\$ 149,000	4.18	35,646	5.63	200,687	51,687	35%

Options for recommendations to PUE on rates:

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

RECOMMENDED

ALTERNATIVE

Residential

Residential

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

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

Commercial

Commercial

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

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

OTHER OPTIONAL CONSIDERATIONS

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

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

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

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

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

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
April 20, 2016**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 p.m. on April 20, 2016, at the Page Public Library in Page, Arizona. Chair Cherie Zube presided. Vice Chair Bee Valvo was excused, Secretary Bunny Cochran was excused, Members Regina Santelli, Ron Macdonald and City Council Liaison John Mayes were present.

Chair Zube called the meeting to order.

HEAR FROM THE CITIZENS

No citizens addressed the Substance Abuse Task Force.

MINUTES

Regular Substance Abuse Task Force Meeting- April 20,2016

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

UNFINISHED BUSINESS

1.Continuation of work towards creation of a vision and mission statement.

Motion made by Member Santelli to continue to table the item. The motion was duly seconded by Member Macdonald and passed upon a vote.

2.Adoption of a formal resolution opposing the State of Arizona's legalization of marijuana for recreational use.

Motion made by Member Santelli to continue to table the item. The motion was duly seconded by Member Macdonald and passed upon a vote.

NEW BUSINESS

1.Funding decisions for FY2017-areas of emphasis for prevention.

Chair Zube met with Linda Watson, Finance Director with the City of Page. It was explained that the task force currently had a total amount of \$17,718.04 in the account. Linda explained that the entire amount did not have to be put in the FY 2017 budget. The sum of \$9,344.00 was put into the FY 2017 budget for the Substance Abuse Task Force.

There was discussion with the task force pertaining to an emphasis for prevention, and having the Substance Abuse Task Force attend more community functions to make their presence known by the public.

2.Discussion pertaining to the elimination of the Police Canine Program.

Chief Balkcom of the Page Police Department explained to the Board that the canine program was eliminated due to the canine officer no longer being employed by the City of Page. He stated that at this time the Police Department does not have staffing to continue the program, and the dog was returned to Alderhorst International, where the

Substance Abuse Task Force Regular Meeting-April 20, 2016

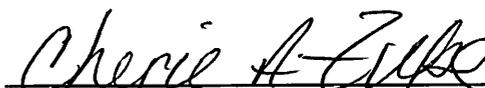
dog was purchased and trained. The company advised that when the Page Police Department was in a position to have a canine officer again that they would have a credit toward the purchase of another dog.

ADJOURN

The meeting was adjourned at 6:07 p.m.



Bunny Coehran
Secretary



Cherie A. Zube
Chair

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
May 18, 2016**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 pm on May 18, 2016, at the Page Public Library in Page, Arizona. Chair Cherie Zube presided. Vice Chair Bee Valvo attended via telephone, Member Regina Santelli was present Secretary Bunny Cochran came late. Ron Macdonald was excused. City Council Liaison John Mayes was not present.

Chair Zube called the meeting to order at 5:37 pm.

HEAR FROM THE CITIZENS

No citizens addressed the Substance Abuse Task Force.

MINUTES

Regular (or Special) Substance Abuse Task Force Meeting-

Motion made by Regina Santelli to approve the minutes second made by Bee Valvo. The motion passed upon a vote.

UNFINISHED BUSINESS

1. Continuation of work toward creation of a vision and mission statement.

Motion made by Regina Santelli to table this agenda item. The motion was duly seconded and passed upon a vote.

2. Adoption of a formal resolution opposing the State of Arizona's legalization of marijuana for recreational use.

Motion made by Bee Valvo to table this agenda item. The motion was duly seconded and passed upon a vote.

New Business

1. Being a larger presence in the Page Community.

This item was briefly discussed and it was decided that more information was needed on community events. Chair Zube will contact the Chamber of Commerce to see about getting some more information on this area, and will bring it to the next meeting.

ADJOURN

The meeting was adjourned at 5:47 p.m.



Bunny Cochran
Secretary



Cherie Zube
Chair

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
June 15, 2016**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 pm. on June 15, 2016, at the Page Public Library in Page, Arizona. Chair Cherie Zube presided. Vice Chair Bee Valvo, and Members Regina Santelli and Ron Macdonald were present. City Council Liaison John Mayes was present.

Chair Zube called the meeting to order at 5:37 pm.

HEAR FROM THE CITIZENS

No citizens addressed the Substance Abuse Task Force.

MINUTES

Regular Substance Abuse Task Force Meeting-

Motion made by Regina Santelli to approve the minutes. The motion was duly seconded by Bee Valvo and passed upon a vote.

UNFINISHED BUSINESS

1.Continuation of work toward creation of a vision and mission statement. Bee Valvo moved to table this item. Motion passed.

2.Adoption of a formal resolution opposing the State of Arizona's legalization of marijuana for recreational use. Ron Macdonald moved to table until Bunny Cochran is available for discussion. Motion passed.

3.Being a larger presence in the Page community. Chair Zube brought a copy of the Chamber of Commerce calendar, which provided information on limited items that happen with the City of Page. It was discussed that the Task Force get with Fire, Police and EMS and ask be to put on a notification list when they are going to do activities so that we could be involved. Discussed a Substance Abuse Awareness Day, and possibly doing educational talks on the radio. This item will be continued to be discussed at future meetings.

4. Questions concerning Adelhorst Inc. credit for dual purpose dog. Regina Santelli moved to table this item until more research could be done. Motion passed.

NEW BUSINESS

1.Scholarship funding. Discussion included how would decision be made for winner. Would it be more appropriate for non-traditional student.This item will be discussed at future meeting.

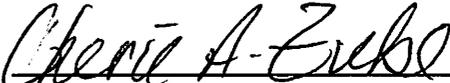
ADJOURN

Substance Abuse Task Force Regular Meeting-date of meeting goes here

The meeting was adjourned at 6:31 p.m.



~~Bunny Cochran~~
~~Secretary~~



Cherie A. Zube
Chair

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
JULY 20, 2016**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 pm on July 20, 2016, at the Page Public Library in Page, Arizona. Chair Cherie Zube presided. Vice Chair Bee Valvo, Members Regina Santelli, Ron MacDonald were present. City Council Liaison John Mayes was present. Secretary Bunny Cochran was absent.

Chair Zube called the meeting to order at 5:30 pm.

HEAR FROM THE CITIZENS

No citizens addressed the Substance Abuse Task Force.

MINUTES

Regular (or Special) Substance Abuse Task Force Meeting-June 15, 2016

Motion made by Ron Macdonald to approve the minutes, second made by Regina Santelli. The motion passed upon a vote.

UNFINISHED BUSINESS

1. Continuation of work toward creation of a vision and mission statement.

Motion made by Bee Valvo to table this agenda item. The motion was duly seconded and passed upon a vote.

2. Adoption of a formal resolution opposing the State of Arizona's legalization of marijuana for recreational use.

Motion made by Regina Santelli to drop this agenda item. The motion was duly seconded and passed upon a vote.

3. Being a larger presence in the Page community.

Participation in National Night Out was discussed. Bee Valvo and Cherie Zube agreed to attend and man a booth. Other items to improve this goal were also discussed. Motion made by Regina Santelli to table this item. The motion was duly seconded and passed upon a vote.

4. Scholarship funding.

Several areas were discussed as to whom we might provide scholarships to. Motion made by Bee Valvo to table this item. The motion was duly seconded and passed upon a vote.

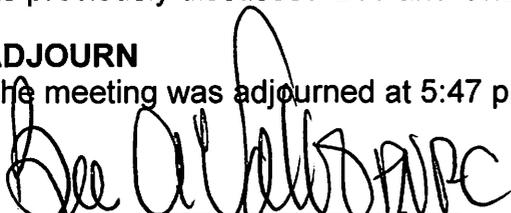
NEW BUSINESS

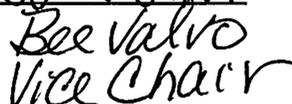
1. National Night Out.

As previously discussed Bee and Cherie will participate on August 2nd.

ADJOURN

The meeting was adjourned at 5:47 p.m.


Bunny Cochran
Secretary


Bee Valvo
Vice Chair


Cherie Zube
Chair

**AIRPORT ADVISORY BOARD
REGULAR MEETING MINUTES
APRIL 11, 2016**

A Regular Meeting of the Airport Advisory Board was held at 5:30 p.m. on April 11, 2016, in the Page City Conference Room, Page, Arizona. Vice-Chair, Clifford Biggs, Members, Ronald Macdonald, Leroy Wicklund, Steve Blevins and Joshua Enevoldson were present. Chair, Dave Simmons and was absent, Member Chris Large was excused.

Staff Members present: Airport Director, Rick Olson, Airport Administrator, Lona Shugart.

Vice-Chair, Clifford Biggs called the meeting to order.

MINUTES

Regular Airport Board Meeting-February 8, 2016

A motion was made by Member Wicklund to approve the minutes and they passed upon a unanimous vote.

HEAR FROM THE CITIZENS

No citizens addressed the Airport Advisory Board

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

Discussion by the Board pertaining to the Lighting Upgrade Project

Airport Director Rick Olson told the Board, the project will begin April 25, 2016.

Discussion by the Board pertaining to the Request for Qualifications (RFQ) "Airport Architectural/Engineering and Planning Services"

Airport Director Rick Olson explained to the Board the City was required to initiate a new five year contract for airport engineering and planning services. Rick Olson asked for two members from the airport board to sit on a five member panel to review the RFQ's and rank the firms. Member Wicklund and Member Enevoldson volunteered for the panel.

Discussion by the Board pertaining to the Wildlife Hazard Management Plan

Airport Director Rick Olson explained to the Board that the City now has a Wildlife Hazard Management Plan that has been added to our Airport Certification Manual. The biologist from C & S Companies will be coming to the airport for training in the near future.

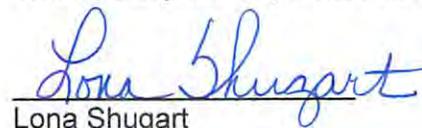
GREAT LAKES AIRLINES MONTHLY UPDATE

Discussion by the Board pertaining to the cancelled, NOOP's and delays for March and April

There was a short discussion by the Board Members how the service has not improved and until the FAA changes the co-pilot hours requirement, this is the best service Great Lakes can provide.

ADJOURN

The meeting was adjourned at 5:55 p.m.



Lona Shugart
Airport Administrator



Leroy Wicklund
Member

**AIRPORT ADVISORY BOARD
REGULAR MEETING MINUTES
MAY 9, 2016**

A Regular Meeting of the Airport Advisory Board was held at 5:30 p.m. on May 9, 2016, in the Page City Conference Room, Page, Arizona. Chair, Dave Simmons, Members, Chris Large, Ronald Macdonald, Leroy Wicklund, Steve Blevins and Joshua Enevoldson and City Council Liaison, Scott Sadler were present. Vice-Chair, Clifford Biggs was excused.

Staff Members present: Airport Director, Rick Olson.

Chair, Dave Simmons called the meeting to order.

MINUTES

Regular Airport Board Meeting-April 11, 2016

A motion was made by Member Wicklund to approve the minutes and they passed upon a unanimous vote.

HEAR FROM THE CITIZENS

No citizens addressed the Airport Advisory Board

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

Discussion by the Board pertaining to the Lighting Upgrade Project

Airport Director Rick Olson told the Board, the project is moving ahead of schedule.

Discussion by the Board pertaining to the Request for Qualifications (RFQ) "Airport Architectural/Engineering and Planning Services"

Airport Director Rick Olson explained to the Board the City was required by the FAA to initiate a new five year contract for airport engineering and planning services. Rick Olson explained three firms submitted a RFQ and all three are equally qualified. Rick Olson proposes the committee interview all three telephonically on Monday, May 16, 2016. There will need to be a Special Meeting scheduled for Board approval before submittal to the City Council.

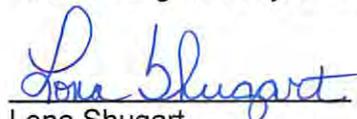
GREAT LAKES AIRLINES MONTHLY UPDATE

Discussion by the Board pertaining to the cancelled, NOOP's and delays for May

Rick Olson told the Board that the schedule Great Lakes sends out at the beginning of the Month is not very accurate. Rick Olson will ask Great Lakes to send a report with the actual number of flights they made during the month.

ADJOURN

The meeting was adjourned at 6:10 p.m.



Lona Shugart
Airport Administrator



Leroy Wicklund
Member

**AIRPORT ADVISORY BOARD
SPECIAL MEETING MINUTES
MAY 23, 2016**

A Special Meeting of the Airport Advisory Board was held at 5:00 p.m. on May 23 2016, in the Page City Conference Room, Page, Arizona. Members, Ronald Macdonald, Leroy Wicklund, Steve Blevins, Joshua Enevoldson and City Council Liaison, Scott Sadler were present. Chair Dave Simmons and Vice-Chair, Clifford Biggs were excused. Member, Chris Large was absent.

Staff Members present: Airport Director, Rick Olson and Airport Administrator, Lona Shugart.

Member Leroy Wicklund called the meeting to order at 5:06 p.m.

MINUTES

None

HEAR FROM THE CITIZENS

No citizens addressed the Airport Advisory Board

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

None scheduled

BID AWARDS

Discussion and possible action by the Board pertaining to the Request for Qualifications (RFQ) "Airport Architectural/Engineering and Planning Services"

Airport Director Rick Olson told the Board that the RFQ Sub-Committee reviewed the proposals and conducted phone interviews with all three proposers. Each committee member ranked the proposers and Rick Olson checked their references. All three were competent firms capable of the work. The sub-committee ranked the firms with C&S their first choice, Armstrong their second choice and Delta their third choice.

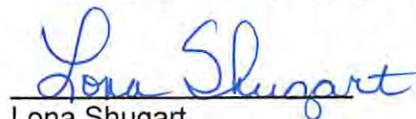
A motion was made by Member Enevoldson to award the RFQ to C&S Companies. Member Blevins seconded the motion and it passed upon a unanimous vote.

GREAT LAKES AIRLINES MONTHLY UPDATE

None scheduled

ADJOURN

The meeting was adjourned at 5:13 p.m.



Lona Shugart
Airport Administrator



Leroy Wicklund
Member



**MEETING MINUTES
CITY OF PAGE
PUBLIC LIBRARY BOARD**

PAGE PUBLIC LIBRARY BOARD REGULAR MEETING

**PAGE PUBLIC LIBRARY
479 S. LAKE POWELL BOULEVARD
PAGE, ARIZONA**

**May 19, 2016
7:00 P.M.**

NOTICE OF PUBLIC MEETING

Pursuant to Arizona Revised Statutes § 38-431.02, notice is hereby given to the members of the City of Page Public Library Board and the general public that the Page Public Library Board will hold a meeting open to the public in the Page Public Library Program Room located at 479 S. Lake Powell Boulevard, Page, Arizona. **IF YOU WOULD LIKE TO RECEIVE name of board AGENDAS VIA EMAIL, PLEASE SEND YOUR EMAIL ADDRESS TO cityclerk@cityofpage.org OR CALL 645-4221.**

Members of the Page Public Library Board will attend either in person or by telephone conference call.

CALL TO ORDER Time: 19:05hrs

ROLL CALL

Present	Last	First	Title
X	Brown	Cheri	
	Diak	Bill	Mayor, City Council Liaison
X	Goodrich	Charles	
X	Santelli	Regina	
X	Scott	Kai	Secretary
X	Ward	Robert	President

PREVIOUS MINUTES January 21, 2016

- Motion: Cheri
- Second: Charles second
- Discussion: none
- Vote Tally: Unanimous approval of previous minutes
- Motion: **Passed**

CORRESPONDENCE

HEAR FROM THE CITIZENS

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

General Discussion Topic: City Attorney reinforced open meeting law parameters. Library Board remains committed to compliance.

REPORTS

- President's Report – none at this time.
- Director's Report:
 - Some increased problems with missing items. Library staff members are working on this issue diligently. Billing occurs, but due to mail address/phone changes, the recovery rate is not 100%. Bills are kept at library forever and patrons who are violators cannot check items out in the future. This, however, does not impede other household members from using their respective library

cards.

- Items that are discarded from the library are stamped "discard". Any items found in any other location that are stamped with the library identification and NOT stamped with "discard" should be returned to the Page Public Library.
- Positions open
 - Full time 40hr/wk Circulations II Supervisor with benefits (necessary skills: supervisory experience, computer skills, office equipment skills necessary)
 - Part Time 19hr/wk Circulation Aid no benefits (necessary skills: basic computer skills, eager learner) send people to city hall to apply
 - NACOG, a program applicable to those 65yr+, provides opportunities for job retraining, which could assist in filling circulations support positions and supporting community need.
- Staff is actively seeking children's furniture and ways to improve safety for children in the library in the next month to enhance youth services and community confidence.
- 15 new laptops that should be in next week for use in Community Center Library and external programs, as well as in Main Library.
- Current Reference Librarian has an MLS and is available for teaching computer classes one on one. She is available Tues-Fri 8-5 and may start some evening hours. Please contact direct for a class offering specifics.
- Summer Reading Program starting 5/20/16 tomorrow with the Page Fire Department providing a kickoff cookout. Prizes available and all ages welcome to participate in reading program.
- Community feedback: notary services and library services are valued in the community.
- Friends of the Library Report: none at this time.

UNFINISHED BUSINESS

None

NEW BUSINESS

- Library Policy Manual
 - Item tabled due to additional time requirements to ensure completeness.
- Library Hours:
 - Library would like to expand hours to include Monday as this is traditionally one of the heaviest volume days for libraries across the country. A Library Board Motion is required to support this decision if this is warranted.
 - Motion: Cheri
 - Second: Regina
 - Motion: The Library Board recommends increasing the Main Library hours on Monday to 10am-6pm. In order to best support community needs and this motion, the Library Board strongly recommends reallocating staff resources from the Community Center Library to the Main Library with a transition of the Community Center Library to an honor system lending library with continuance of existing community support services at the Community Center facilities (club meetings, computer classes, etc.).
 - Topic Discussion: If this is a direction the Library Board desires to move in, the Director will take a motion to the Community Center Council to support Board city government processes. By reallocating the community center librarian to the main library and having the community center utilize a self-help/honor system for a lending library at that location, we can support services at both locations to best address community needs and utilization. Outreach and community support programs such as the computer classes and offering space for club meetings would be uninterrupted by the reallocation. Due to the proximity of these two locations, the Community Center Library cannot truly be termed a "satellite" library and is not eligible for privileges that title confers. Community center board desires continuation of library offerings in this facility. The number of checkouts at that location do not support the current open hours. Neither the Library Board nor the Community Center Board desires to close this location, and it is estimated this motion will provide a win-win situation where the community reaps the benefits. DVD check outs may likely be the only impacted service as these items, given their expense, are not recommended for an honor system library setting. For community members unable to travel to the Main Library, interlibrary loans could easily address their mobility concerns.
 - Vote Tally: unanimous

residents who will be less educated, remember the loss, and be less supportive of the City and Council.

- Mayor Diak noted changing City contributions may impact County contributions. Debbie noted state funding is dependent on user statistics.
- Current staffing is feeling the squeeze as it is. The Library is currently down 2 staff members, and the Children's librarian has recently tendered her resignation. The library is turning away patrons in rising numbers on Mondays as it is, and if funding is cut to the library, programs, open hours, and staff will be impacted.
- Suggestion for appealing to Council Members using an approach to the heart of the people and quality of life in Debbie's presentation to the City Council as well as linking town revenue stream and attracting wealthier residents. City services are one way to help attract wealthier residents, which could positively impact the bottom line.
- There will be opportunities for Board Members and city residents to speak at the Council workshop prior to the City Council Meeting.
- Linda Watson addressed budget process:
 - Budget can be accepted/adopted as presented, accept/adopt the budget with Council agreed amendments, or decline the budget.
 - The final budget, by state regulation, must be approved by the third week in July.
 - At any point, once the preliminary budget is accepted, until the final budget is approved, allotments can be decreased but not increased.
 - The final vote of Council Members is the terminus, but public support can influence voting of elected officials.
- If the City pulls the \$100K proposed, maybe changes in library structure to a county library as it will only be funded by county, which will be difficult for Page given geography. The County is concerned that cities are cutting funding.
- Suggestions: write letters, talk to/email/text/call Council Members, show up at meetings
- Next City Council workshop Weds 6/22/16 at 17:30 with approval of preliminary budget approval at the 18:30 City Council meeting. Both are open to the public. Attendance by the public and Library Board Members is highly encouraged to help support this vital public service.

BOARD MEMBER UPDATES: We are seeking two additional Board members and applications can be obtained in the city offices.

ADJOURN: 19:21hrs

Motion: Cheri

Second: Regina

Discussion: None

Vote Tally: Unanimous in favor of adjournment.

Motion: **Passed**

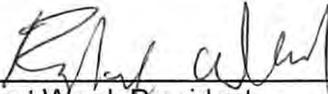
FOR YOUR INFORMATION: Next Regular Meeting is July 21, 2016 at 19:00

Persons with disabilities should call the City of Page at 645-8861 (TDD 645-4216) for program and services information and accessibility.

DISCLAIMER

AGENDA ITEMS MAY BE TAKEN OUT OF ORDER.

THIS AGENDA MAY BE SUBJECT TO CHANGE UP TO 24 HOURS PRIOR TO MEETING. PLEASE SEE LOCAL CRIER BOARDS FOR CURRENT AGENDA.

 7-21-16

Robert Ward, President Date

Kai Scott, Treasure Date
 7/21/16



**SPECIAL MEETING NOTICE
CITY OF PAGE
PUBLIC LIBRARY BOARD**

**PAGE PUBLIC LIBRARY BOARD SPECIAL BUDGETARY SESSION
MEETING HELD IN CITY HALL CONFERENCE ROOM**

**PAGE PUBLIC LIBRARY
697 VISTA AVE.
PAGE, ARIZONA**

**JUNE 14, 2016
6:15 P.M.**

NOTICE OF PUBLIC MEETING

Pursuant to Arizona Revised Statutes § 38-431.02, notice is hereby given to the members of the City of Page Public Library Board and the general public that the Page Public Library Board will hold a meeting open to the public in the Page Public Library Program Room located at 479 S. Lake Powell Boulevard, Page, Arizona. **IF YOU WOULD LIKE TO RECEIVE name of board AGENDAS VIA EMAIL, PLEASE SEND YOUR EMAIL ADDRESS TO cityclerk@cityofpage.org OR CALL 645-4221.**

Members of the Page Public Library Board will attend either in person or by telephone conference call.

CALL TO ORDER: 18:17 hrs

ROLL CALL

Present	Last	First	Title
X	Brown	Cheri	
X	Diak	Bill	Mayor, City Council Liaison
X phone	Goodrich	Charles	
X	Santelli	Regina	
X	Scott	Kai	Secretary
X	Ward	Robert	President

Other Attendees: Page Finance Director – Linda Watson, Assistant Library Director - Vivida Altudis

MINUTES

None

CORRESPONDENCE

HEAR FROM THE CITIZENS

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

REPORTS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- Budget 2016/1017:
 - Topic Discussion:
 - Mayor Diak shared in last week's City Council meeting, one council member noted a perception that the library budget was growing in personnel costs and wished that this topic be revisited and the council give consideration of \$100K cuts. Mayor Diak noted it was not costs in personnel had not altered out of proportion, but a request was made for revisiting library budget allowances for the 2016/2017 year.
 - Charles noted the library is currently understaffed and requested how the proposed budget will impact staffing.
 - Debbie Winlock clarified that if budget cuts are enacted, staff would have to be cut to maintain budget allowance.
 - Linda Watson shared that one Council member noted some libraries function completely off the county budgetary allotments, and posed the question of why Page Library could not. Linda prepared a 5 year synopsis of funding and expenses of library personnel for the City Council. Overall, the county allocated 1.45 million and staffing costs totaled 963K for staffing. Prior to receiving county funds, the city was responsible for funding all positions.
 - Debbie noted the only new position created in the last 5 years is a community outreach position.
 - Possible effects on the library following a \$100K budget cut: staff will be cut, programs will be cut, services will shrink, and hours will diminish.
 - Debbie presented pie charts and statistics.
 - In 1 year, the number of library card holders has increased from 13K to 14K
 - The number of visits in 2014-2015 was 146,129 and in 2016 to date the library has had 132,010 visits.
 - The number of adult programs offered has risen and the number of adult attendees has also risen. The number of children and teen programs have decreased.
 - In relation to other local towns:
 - Page library obtains 19% of its total funding from the City of Page
 - Fredonia is granted 38.88% of its budget from their city
 - Flagstaff retains 40.13% of their budget from city monies
 - Sedona receives 50.59% of budget from the city of Sedona
 - Current Budgetary contributions for Page City Library funding include:
 - County funds: \$348,000
 - Community College \$8K
 - E Rate \$2,400
 - Services: \$28K
 - City Funding: \$88, 341 – currently the city of Page does not even fund the library for the \$100K proposed cuts.
 - Debbie noted fiscal savings she has been able to capture recently (12 new laptops, books, and office supplies) that have positively impacted the bottom line at the library.
 - Page is a five star library that is utilized as a template example for other county libraries.
 - There are currently no libraries in Coconino County that are funded entirely from county monies.
 - Regina asked where the proposed cuts were intended to be spent. Mayor Diak noted his impression is the \$100K will be reallocated from the library to community services including roads, parks, etc.
 - Regina eloquently asserted that the library adds to quality of life in the area through computer access and children's programs. GED prep and testing programs rely on computer access, and children's programs support summer learning. As such the library directly supports community knowledge base and rising education. Budget cuts will negatively impact these educational opportunities, and the City of Page and surrounding areas may experience negative outcomes in the future as children grow to become

- o Motion passed/dismisssed: **Passed**
- Community Center Library (see above)
- Volunteer Celebration Luncheon for Friend of the Library will occur on June 13, 2016 at 12:00pm at the Library. Food possibilities might include BBQ or crepes

BOARD MEMBER UPDATES: We are seeking two additional Board members and applications can be obtained in the city offices.

ADJOURN 19:44hrs

Motion: Charles
 Second: Cheri
 Discussion: None
 Vote Tally: Unanimous in favor of adjournment.
 Motion: **Passed**

FOR YOUR INFORMATION: Next Regular Meeting is July 21, 2016 at 1900 hrs.

Persons with disabilities should call the City of Page at 645-8861 (TDD 645-4216) for program and services information and accessibility.

DISCLAIMER

**AGENDA ITEMS MAY BE TAKEN OUT OF ORDER.
 THIS AGENDA MAY BE SUBJECT TO CHANGE UP TO 24 HOURS PRIOR TO MEETING. PLEASE SEE
 LOCAL CRIER BOARDS FOR CURRENT AGENDA.**

Robert Ward 7-21-16
 Robert Ward, President Date

Kai Scott, Treasure Date
 Cheri Brown 7/21/16

**PAGE UTILITY ENTERPRISES
REGULAR BOARD MEETING
July 19, 2016**

CALL TO ORDER: The regular meeting of the Page Utility Board was called to order at 7:05 p.m. by Chairman Rick Yanke. The meeting was held in the City Hall Council Chambers, 697 Vista Avenue, Page, Arizona.

ROLL CALL: Board members present: Chairman Yanke, Tony Ferrando, Jeff Jones, Shayne Jones, Ken Sichi, and Council Liaison/Vice Mayor John Kocjan.

Staff present: General Manager, Bryan Hill; Finance Director, Catherine Foley; and Executive Secretary, Donna Roberts.

Also present was City Councilors, Dennis Warner and Korey Seyler.

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

APPROVAL OF MINUTES: The May 10, 2016 special meeting minutes and regular meeting minutes were unanimously approved upon a motion by J. Jones and second by Ferrando.

HEAR FROM THE CITIZENS: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS: Discussion/Possible Action – Bid #206 Powell Substation Control Panels Replacement Project: PUE staff wrote and advertised a Request for Proposal for the Powell Substation Control Panel Replacement. Two proposals were received and provided Bid results as follows:

Company	Bid Amount
Rhet Marsing Enterprises (RME), LLC	\$53,740.00
Southwest Energy Systems, LLC	\$59,446.00

Staff recommends awarding the bid to RME based on the bid package and the total bid falling within the low bid description. RME has performed a number of major projects for PUE over the years and has demonstrated solid construction practices.

Motion by Chairman Yanke, seconded by S. Jones, to award Bid #206 to RME for the Powell Substation Control Panels Replacement Project in the amount of \$53,740.00.

The motion carried unanimously.

Discussion – Misclassification of Wet Utility Customers: No discussion.

Discussion/Possible Action – Rate Hearing, Budget & Council Rejection of Rate Change: No discussion or action.

Discussion/Possible Action – Initiate Rate Change Process Per Ordinance 588-12 for Sewer & Electric: No discussion or action.

REPORTS:

General Manager's Reports – May & June, 2016: Bryan briefly reviewed the May & June reports.

Financial Report – April & May, 2016: Catherine presented the April & May financials.

Committee Reports: None.

Chairman's Report: None.

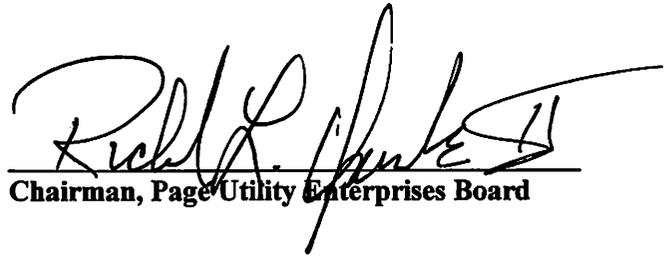
ANNOUNCEMENTS:

The next meeting will be August 9, 2016.

ADJOURNMENT:

With no further business, Chairman Yanke adjourned the meeting at 7:26 p.m.

APPROVED:



Chairman, Page Utility Enterprises Board

**COMMUNITY DEVELOPMENT ADVISORY BOARD
MEETING MINUTES
July 26, 2016**

The regular meeting of the Page Community Development Advisory Board was held at 5:30 p.m. on July 26, 2016, in the Council Chambers at the City Hall in Page, Arizona. Acting Chair Dennis Hinchey presided. Members Bubba Ketchersid, Richard Buck, Scott Seyler, and Doug Boston were present. Chair Ryan Zimmer and Vice Chair Lee Ann Warner were excused. Council Liaison Mike Bryan was present.

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

Acting Chair Dennis Hinchey called the meeting to order at 5:30 p.m.

HEAR FROM THE CITIZENS

None.

MINUTES

Regular Meeting-June 26, 2016

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

Special Meeting July 14, 2016

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

PRESENTATIONS

Sales Tax Report-Board Member Hinchey

Dennis Hinchey presented the sales tax report.

OLD BUSINESS

A. Discussion and Possible Action-Offer of Free Band Performance

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

Some of the board members agreed that this is a good opportunity to showcase the amphitheater. City Councilor Mike Bryan thinks this is a great and unique opportunity that should be considered as it would be a learning experience for the future of using the amphitheater and what all is involved. He also recognizes there is a tight timeline to pull it together. Board member Richard Buck thinks that it would be too great of an expense for a one-time event.

Motion made by Bubba Ketchersid to recommend to City Council \$15,000 as a marketing and learning expense. The motion was duly seconded by Scott Seyler and passed upon a 3-2 vote with Bubba Ketchersid, Doug Boston, Scott Seyler voting in favor with Richard Buck and Dennis Hinchey voting against.

B. Discussion-Revised Job Description-Economic Development Coordinator

Community Development Director Kim Johnson presented the revised job description for the Economic Development Coordinator.

There was discussion but this was informational only and no formal motion was needed.

C. Discussion and Possible Action-Event Assistance Program

Community Development Director Kim Johnson presented 2 documents for the boards consideration based on discussion from the April worksession with the City Council. Kim Johnson is researching insurance program and fees. Kim stated, the places we already have a service contract with are not included under qualifying events.

Bubba Ketchersid would like to see the minimum time frame for submittal to be 3 months in advance on the document.

Motion made by Bubba Ketchersid to recommend forwarding to Council these 2 documents based on changes before submitting. The motion was duly seconded by Richard Buck and passed upon a unanimous vote.

NEW BUSINESS

A. Discussion and Possible Action-Balloon Regatta and Vendor Fair
1. Marketing Plan

Community Development Director Kim Johnson stated that the Balloon Regatta subcommittee had a meeting and discussed co-marketing, previous years marketing strategies and recommendations. She stated that \$9,000 is the amount allocated for this years' Balloon Regatta marketing presenting a breakdown of the proposed marketing.

After discussion the board agreed that Las Vegas ad should only be ran once and not twice and the money saved could possible go towards social networking ads. The artwork should be consistent in all marketing. Scott Seyler suggested that the 15 weather tags would be better if that money went to more 30's for local radio.

There was discussion on how to know what marketing is reaching people. Dee Dee Sadler said she could ask people as she is already out talking to everyone. Scott Seyler said their booth could ask people.

Motion made by Scott Seyler to accept this marketing schedule with changes as discussed. The motion was duly seconded by Bubba Ketchersid and passed upon a unanimous vote.

2. Insurance

This was discussed and part of other recommendations.

3. Vendor Fair Expansion

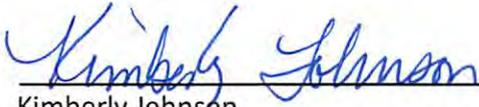
Community Development Director Kim Johnson state that the Chamber would like to expand the footprint of the Vendor Fair and make it a 2 day event. Kim Johnson has a map showing proposed locations of vendors.

Doug Boston inquired about the parking situation for a 2 day event. Richard Buck asked about legal issues of using the hospital vacant lot for parking. Scott Seyler suggest the vendors should be closer to the street to not adversely affect the retail businesses.

Dennis Hinchey made a motion to accept the proposal for a 2 day Vendor Fair and expand the number of vendor to be around the outer perimeter of Page Plaza, closer to North Navajo. The motion was duly seconded by Richard Buck and passed upon a unanimous vote.

ADJOURN

Motion made by Richard Buck to adjourn the meeting at 7:45 p.m. The motion was duly seconded by Bubba Ketchersid and passed upon a unanimous vote.



Kimberly Johnson
Community Development Director



Dennis Hinchey
Acting Chair

August 18, 2016

To: The Honorable Mayor Diak and Members of the Page City Council

Dear Mayor and Council Members;

It has been my privilege to serve on the Page Substance Abuse Task Force since 2011. During this time I have had the honor to work with many people dedicated to decreasing substance abuse in our community. As a task force we have seen many successes in this effort and, with the current board members, you can be assured that these efforts will continue in strength and promise.

Unfortunately, due to a change in careers and the time constraints this change has created it is necessary for me to relinquish my place on the Task Force effective immediately. I am grateful to have had this opportunity to serve our community and for the support I have received from the Page City government with special mention to Mayor Diak, City Clerk Kim Larson and Assistant City Clerk Sue Kennedy. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bunny Cochran", with a long horizontal flourish extending to the right.

Bunny Cochran
319 Gum St.
Page, AZ

Carnival Contract

THIS AGREEMENT made and entered on this _____ day of ____, 2016, by and between CITY OF FUN CARNIVAL, INC., of UTAH, hereinafter called "CITY OF FUN" and CITY OF PAGE, a municipal corporation, hereinafter called "SPONSOR".

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. SPONSOR shall sponsor CITY OF FUN in an exhibition of those rides listed in item three below for a period of 4 days from October 6, 2016 through and including Sunday, October 9, 2016. The lot dates will be MONDAY, October 3, 2016 through and including Monday, October 10, 2016. Pursuant to its sponsorship, SPONSOR has obtained and is giving written permission to any officer of CITY OF FUN to utilize such property. Such real property is located at 477 Haul Road, Page, Arizona 86040.
2. SPONSOR shall obtain and pay for all permits, licenses, and other local amusement taxes or use fees which CITY OF FUN may be required to carry on any and all of its operations in connection with the exhibition. CITY OF FUN shall obtain and pay for the cost of the portable restroom facilities, trash removal, and security if needed. CITY OF FUN shall furnish the necessary electricity for the carnivals operations, and sponsor shall furnish drinkable water for the food concession.
3. CITY OF FUN shall manage and operate approximately TWELVE AMUSEMENT RIDES, NINE GAME CONCESSIONS AND TWO FOOD CONCESSIONS. The above shall be in operation by 6:00 P.M. Thursday thru Friday, 1:00 PM on Saturday and Sunday. Ticket sales and the cost therewith shall be the responsibility of CITY OF FUN.
4. CITY OF FUN shall pay to SPONSOR \$2,500.00.
5. CITY OF FUN shall maintain for the period specified in item one above public liability, property damage, and workers' compensation insurance relating to the operation of the said exhibition. Said public liability insurance shall have at least a \$3,000,000.00 combined single limit. All principals, agents and employees of the SPONSOR shall be named as co-insured, and CITY OF FUN shall provide certificates of insurance upon request.
6. To the fullest extent permitted by law, CITY OF FUN shall indemnify, defend and hold harmless SPONSOR, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, expert witness fees, and/or litigation expenses, related to this Agreement which may be brought or made against or incurred by SPONSOR on account of (1) loss or damage to any property or interest of the SPONSOR, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of CITY OF FUN, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of CITY OF FUN or claims

under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the sole negligence or willful misconduct of the SPONSOR, or its employees. The amount and type of insurance coverage requirements set forth within this contract shall in no way be construed as limiting the scope of the indemnity as set forth herein.

7. CITY OF FUN shall have exclusive control of management and operations of all rides, games, and food concessions.

8. The hauling of refuse, trash and garbage from the location of said exhibition shall be the responsibility of CITY OF FUN. The responsibility of clean up shall include a thorough cleanup of the carnival area on a regular basis, but in no event less than once every day at closing time by CITY OF FUN.

9. The SPONSOR shall not book or sponsor, directly or indirectly any other show, exhibition, amusement, midway concessions, or attraction of a similar nature to CITY OF FUN operation at any time during the period beginning sixty days prior to the first day of the period specified in item one above and ending thirty days after the last day of the said period. SPONSOR shall also take all reasonable steps specified in item one above in this paragraph.

10. SPONSOR shall not hold CITY OF FUN liable for damages or otherwise responsible in any way if CITY OF FUN is prevented from exhibiting, playing or operating any of this carnival exhibition by reason of Act of God, riot, strike, fire, weather, illness, war, lockout, energy shortages, or illegality.

11. In the event a legal action is instituted by reason of breach of Carnival Contract, the party whose favor final judgment is entered shall be entitled to recover from the other parties reasonable attorney's fees as foxed by the court entering the final judgment.

12. Nothing herein contained shall be deemed or construed by the parties as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

13. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision hereof.

14. This contract is subject to cancellation for a conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Lease by reference.

15. CITY OF FUN warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. SPONSOR retains the legal right to inspect the papers of CITY OF FUN or any subcontractor employee who works on the contract to ensure compliance with this provision.

16. This contract shall be governed by the laws of the State of Arizona with venue in Coconino County.

Executed in duplicate on the _____ DAY of _____, 2016.

CITY OF FUN CARNIVAL, Inc.

Lois Melendez, CEO
532 East 110 North
Pleasant Grove, UT 84062

By _____
Bill Diak
Mayor

ATTEST:

By _____
City Clerk

Approved As To Form:

By _____
City Attorney

Carnival Contract

THIS AGREEMENT made and entered on this 2nd day of July, 2016, by and between CITY OF FUN-CARNIVAL, INC., of UTAH, hereinafter called "CITY OF FUN" and CITY OF PAGE, a municipal corporation, hereinafter called "SPONSOR".

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. SPONSOR shall sponsor CITY OF FUN in an exhibition of those rides listed in Item 1, set below for a period of 4 days from October 8, 2016 through and including Sunday, October 9, 2016. The lot dates will be MONDAY, October 3, 2016 through and including Monday, October 10, 2016. Pursuant to its sponsorship, SPONSOR has obtained and is giving written permission to any officer of CITY OF FUN to utilize such property. Such real property is located at 477 Haul Road, Page, Arizona 86040.
2. SPONSOR shall obtain and pay for all permits, licenses, and other local and state taxes or use fees which CITY OF FUN may be required to carry on any and all of its operations in connection with the exhibition. CITY OF FUN shall obtain and pay for the cost of the portable restroom facilities, trash removal, and security if needed. CITY OF FUN shall furnish the necessary electricity for the carnival's operations and sponsor shall furnish drinking water for the food concession.
3. CITY OF FUN shall manage and operate approximately TWELVE AMUSEMENT RIDES, NINE GAME CONCESSIONS AND TWO FOOD CONCESSIONS. The above shall be in operation by 6:00 P.M. Thursday and Friday, 1:00 P.M. on Saturday and Sunday. Ticket sales and the cost of operation shall be the responsibility of CITY OF FUN.
4. CITY OF FUN shall pay to SPONSOR \$2,500.00.
5. CITY OF FUN shall maintain at the portion specified in Item one above public liability, property damage, and workers' compensation insurance relating to the operation of the said exhibition. Said public liability insurance shall have at least a \$2,000,000.00 combined single limit. All principals, agents and employees of the SPONSOR shall be named as co-insured, and CITY OF FUN shall provide certificates of insurance upon request.
6. Where further exempt permitted by law, CITY OF FUN shall indemnify, defend and hold harmless SPONSOR, its agents, officers, directors and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, expert witness fees, and litigation expenses, related to this Agreement which may be brought or made against or incurred by SPONSOR on account of (1) loss or damage to any property or interest of the SPONSOR, its officers, directors and agents, or any damages, injury to person or property, or death of any person, arising out of, relating to, or alleged to have resulted from any acts, omissions, fraud, or services of CITY OF FUN, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or disability claims of employees of CITY OF FUN or claims

under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the sole negligence or willful misconduct of the SPONSOR, or its employees. The amount and type of insurance coverage requirements set forth within this contract shall in no way be construed as limiting the scope of the indemnity as set forth herein.

7. CITY OF FUN shall have exclusive control of management and operations of all rides, games, and food concessions.

8. The hauling of refuse, trash and garbage from the location of said exhibition shall be the responsibility of CITY OF FUN. The responsibility of clean up shall include a thorough cleanup of the carnival area on a regular basis, but in no event less than once every day at closing time by CITY OF FUN.

9. The SPONSOR shall not book or sponsor, directly or indirectly any other show, exhibition, amusement, midway concessions, or attraction of a similar nature to CITY OF FUN operation at any time during the period beginning sixty days prior to the first day of the period specified in item one above and ending thirty days after the last day of the said period. SPONSOR shall also take all reasonable steps specified in item one above in this paragraph.

10. SPONSOR shall not hold CITY OF FUN liable for damages or otherwise responsible in any way if CITY OF FUN is prevented from exhibiting, playing or operating any of its carnival exhibition by reason of Act of God, riot, strike, fire, weather, illness, war, lockout, energy shortages, or illegality.

11. In the event a legal action is instituted by reason of breach of General Contract, the party whose favor final judgment is entered shall be entitled to recover from the other parties reasonable attorney's fees as taxed by the court entering the final judgment.

12. Nothing herein contained shall be deemed or construed by the parties as creating the relationship of principal and agent or of partnership or of joint ventures between the parties herein.

13. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision hereof.

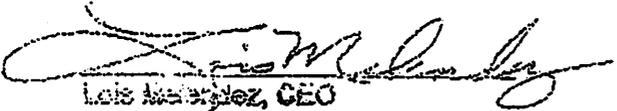
14. This contract is subject to censorship for a conflict of interest pursuant to A.R.S. § 203-217, the pertinent provisions of which are incorporated into this Lease by reference.

15. CITY OF FUN warrants compliance with all Federal Immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 4-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the contract which is subject to penalties up to and including termination of the contract. SPONSOR retains the legal right to inspect the papers of CITY OF FUN or any subcontractor employee who works on the contract to ensure compliance with this provision.

13. This contract shall be governed by the laws of the State of Arizona with venue in Coconino County.

Executed in duplicate on the 8th DAY of Aug, 2018.

CITY OF FUN CARNIVAL, Inc.



Lois Hernandez, CEO
512 East 10 North
Flagstaff Grove, UT 84062

By _____
City Clerk
City

ATTEST:

By _____
City Clerk

Approved As To Form:

By _____
City Attorney

**CITY OF PAGE
MONTHLY CASH ALLOCATION COMPARISON**

		<u>May-16</u>	<u>Jun-16</u>
01-1110200	LGIP - GENERAL SAVINGS ACCT	5,321,991.24	4,492,540.57
01-1110300	CASH A/P CHECKING (COMBINED)	3,555,906.66	3,678,838.16
01-1110400	CASH P/R CHECKING (COMBINED)	47,152.68	137,974.28
01-1110600	U.S. BANK INVESTMENT ACCT	7,007,623.62	7,007,623.62
01-1170000	ACCTS RECV CASH CLEARING ACCT	-120.00	0.00
01-1175000	UTILITY CASH CLEARING ACCT	0.00	0.00
15-1120300	LGIP - HURF SAVINGS ACCT	1,798,046.31	1,794,859.36
20-1520600	LGIP - SERIES 2011 BOND RESRV	2,422,692.51	2,422,692.51
32-1120400	JCEF SAVINGS ACCOUNT	57,702.23	58,149.86
72-1120700	FIRE PENSION SAVINGS	32,930.05	35,732.50
72-1121100	FIRE PENSION-INVESTMENT ACCT	448,237.94	448,237.94
		<u>20,692,163.24</u>	<u>20,076,648.80</u>

<u>FUND</u>		<u>May-16</u>	<u>Jun-16</u>
10	ALLOCATION TO GENERAL FUND	12,383,286.31	12,431,554.06
15	ALLOCATION TO HIGHWAY USER FUND	1,789,431.41	1,811,180.41
16	ALLOCATION TO SUBSTANCE ABUSE FUND	19,060.77	19,367.20
20	ALLOCATION TO DEBT SERVICE FUND	3,536,880.33	2,666,455.99
25	ALLOCATION TO MISCELLANEOUS GRANTS	45,548.55	54,489.78
30	ALLOCATION TO LIBRARY MISCELLANEOUS GRANTS	-619.97	0.00
32	ALLOCATION TO JCEF FUND	55,335.77	55,822.98
36	ALLOCATION TO DONATION FUND	52,787.48	52,589.80
40	ALLOCATION TO CAPITAL PROJECTS FUND	521,932.76	644,707.07
41	ALLOCATION TO BALLOON REGATTA FUND	0.00	0.00
42	ALLOCATION TO TOURISM & PROMOTION FUND	433,163.76	458,541.84
46	ALLOCATION TO AIRPORT FUND	1,094,811.29	1,116,569.97
47	ALLOCATION TO AIRPORT EVENTS FUND	0.00	0.00
48	ALLOCATION TO LAND FUND	0.00	0.00
50	ALLOCATION TO PAGE UTILITY ENTERPRISES	-1,831.99	-1,242.78
51	ALLOCATION TO WATER FUND	-895.18	-762.84
52	ALLOCATION TO SEWER FUND	-789.55	-1,079.58
57	ALLOCATION TO CEMETERY FUND	283,809.84	285,400.79
72	ALLOCATION TO FIRE PENSION FUND	480,251.66	483,054.11
		<u>20,692,163.24</u>	<u>20,076,648.80</u>

**PROCLAMATION
GRANDFAMILY/KINSHIP CARE MONTH**

WHEREAS, this year during the month of September, Grandfamily/Kinship Care Month is observed, Page, Arizona is proud to recognize the children and their grandparents and other relatives who raise them in kinship care and who ensure their safety, promote their well-being and establish a stable household for these young people to thrive, and;

WHEREAS, approximately 2.9 million children in America are being raised by their grandparents or other relatives in kinship care, including 73,000 children in Arizona; and

WHEREAS, kinship caregivers not only ensure better outcomes for the children in their care by keeping them out of the foster care system, but they also save the government hundreds of millions of dollars each year; and

WHEREAS, since relationships with family members are crucial for the healthy development of children, the State of Arizona should strive to promote and preserve kinship, sibling and other familial connections for Arizona's children; and

WHEREAS, during the month of September, Grandfamily/Kinship Care Month is observed across the United States; and

WHEREAS, the State of Arizona is proud to recognize grandparents and other relatives who raise children in kinship care to ensure their safety and promote their well-being.

NOW, THEREFORE, the Mayor and City Council of the City of Page do hereby proclaim September 2016 to be Grandfamily/Kinship Care month in the City of Page, Arizona.

ATTEST:

BY:

Kim L. Larson, City Clerk

William R. Diak, Mayor



Request for City Council Action

Title:	Special Event Liquor License for Juvenile Diabetes Research Foundation / 23-1907729 (Lake Powell Challenge)		
Meeting Date:	8/31/2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk	Supporting Documents:	Special Event License Application
Prepared By:	City Clerk Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Manager Crystal Dyches	Approved By:	City Manager Crystal Dyches
Proposed Action:	Approve the Arizona Department of Liquor Licenses and Control Application for Special Event License for Juvenile Diabetes Research Foundation		

BACKGROUND:

A Special Event License must be applied for by a non-profit organization and is issued as a “temporary” license, which terminates automatically upon the closing of the last day of the event.

The Arizona Department of Liquor Licenses and Control will be notified of the action taken and will make the final determination.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

I move to approve the Arizona Department of Liquor Licenses and Control Application for Special Event License for Juvenile Diabetes Research Foundation / 23-1907729 (Lake Powell Challenge).



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Lake Powell Challenge

SECTION 2 Non-Profit/IRS Tax Exempt Number: Juvenile Diabetes Research Foundation / 23-1907729

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

<u>Antelope Point Marina Village</u>	<u>06030053</u>	<u>928-645-5900</u>
Name of Business	License Number	Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Antelope Point Marina / Lake Powell

<u>Navajo Route 22B</u>	<u>Page</u>	<u>Coconino</u>	<u>AZ</u>	<u>86040</u>
Address of Location:	City	COUNTY	State	Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Norris Brianne 06/11/1993

<u>Navajo Route 22B</u>	<u>Page</u>	<u>AZ</u>	<u>86040</u>
2. Applicant's mailing address:	City	State	Zip

3. Applicant's home/cell phone: (____) 4354219361 Applicant's business phone: (____) 9286455900

4. Applicant's email address: BNORRIS@APMLP.COM

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes No (If yes, attach explanation.)

0 _____

2. How many special event licenses have been issued to this location this year? _____
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Juvenile Diabetes Reasearch Foundation Percentage: 90%
 Address 132 South 600 East, Suite 100 Salt Lake City UT 84102
Street City State Zip

Name Coconino Community College Percentage: 10%
 Address 2800 South Lone Tree Road Flagstaff AZ 86005
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

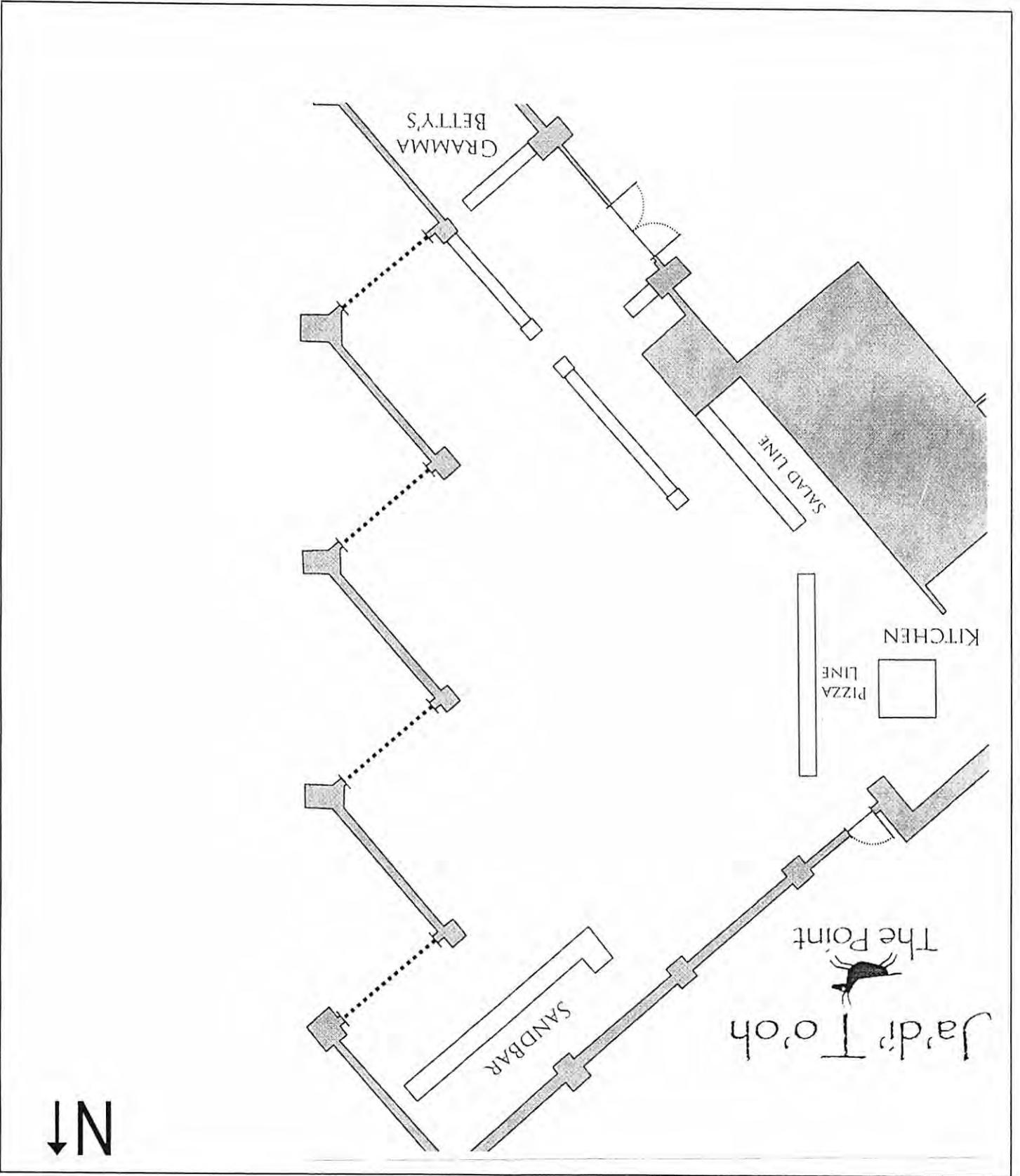
5-10 Number of Police 5-10 Number of Security Personnel Fencing Barriers

Explanation: Antelope Point Marina will partners with members of the National Park Service as well as providing their own Security Personel

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>09/16/16</u>	<u>Friday</u>	<u>11:00 AM</u>	<u>10:00 PM</u>
DAY 2:	<u>09/17/16</u>	<u>Saturday</u>	<u>11:00 AM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

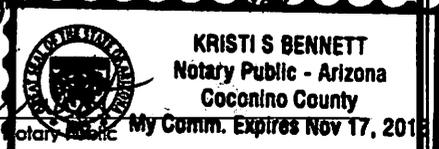
Burl Griswold
 I, (Print Full Name) _____ declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Burl Griswold Marina Manager / Director 8-10-16 928-614-0665
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Aug. 2016
 Day Month Year

State AZ County of Cocconino

My Commission Expires on: 11/17/18 Kristi S. Bennett
 Date Signature of Notary Public My Comm. Expires Nov 17, 2018



SECTION 14 This section is to be completed only by the applicant named in Section 9.

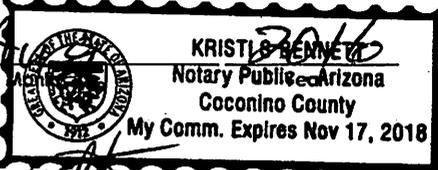
Brianne Norris
 I, (Print Full Name) _____ declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Brianne Norris Event Coordinator/Chairperson 8-10-16 435-421-9361
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 10 Aug. 2016
 Day Month Year

State AZ County of Cocconino

My Commission Expires on: 11/17/18 Kristi S. Bennett
 Date Signature of Notary Public My Comm. Expires Nov 17, 2018



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

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.

**PAGE UTILITY ENTERPRISES
COUNCIL COMMUNICATION**

MEETING DATE: August 31, 2016

DATE: August 23, 2016
TO: Honorable Mayor Bill Diak & Page City Council
FROM: Bryan Hill P.E., General Manager
SUBJECT: Resolution No. 1165-16 - Approval of Power Sales Contract Between Arizona Power Authority and Page Utility Enterprises

SUMMARY/RECOMMENDATIONS:

At the regularly scheduled August 9, 2016 PUE Board meeting, the Board reviewed the Power Sales Contract (PSC) with the Arizona Power Authority for the purchase and sale of Hoover Capacity and Hoover Energy. Upon execution, this PSC shall become effective October 1, 2016, with power delivery commencing on October 1, 2017, and shall remain in effect until September 30, 2067, unless terminated in accordance with the provisions of the PSC.

The PUE Board voted unanimously to approve the above-referenced Contract and request adoption and approval by Page City Council.

ATTACHMENTS: Resolution No. 1165-16
Power Sales Contract between Arizona Power Authority and Page Utility Enterprises

SUGGESTED MOTIONS:

I move to introduce Resolution No. 1165-16 by title only.

I move to adopt Resolution No. 1165-16.



Bryan Hill P.E., General Manager

RESOLUTION NO. 1165-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE PURCHASE OF HOOVER CAPACITY AND ENERGY; AND AUTHORIZING THE PAGE UTILITY ENTERPRISES GENERAL MANAGER TO EXECUTE THE POWER SALES CONTRACT BETWEEN ARIZONA POWER AUTHORITY AND PAGE UTILITY ENTERPRISES.

WHEREAS, Page Utility Enterprises currently purchases Hoover Capacity and Hoover Energy pursuant to an existing purchase contract; and

WHEREAS, the current purchase contract, by its terms, terminates on September 1, 2017; and

WHEREAS, the new Power Sales Contract will allow Page Utility Enterprises to purchase Hoover Capacity and Hoover Energy through September of 2067; and

WHEREAS, pursuant to Section 2-8-3 of the Page City Code, the Page Utility Enterprises Board is authorized to negotiate any contracts necessary for the operation of the Page Utility Enterprises, however such contracts are not binding until authorized by resolution of the Page City Council; and

WHEREAS, on August 9, 2016, the Page Utility Enterprises Board met in a regularly scheduled meeting and voted to recommend approval of the Power Sales Contract.

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

Section 1. Approval of the Power Sales Contract

That the Mayor and Common Council of the City of Page hereby approve the Power Sales Contract between Arizona Power Authority and Page Utility Enterprises, which is attached hereto and incorporated herein by reference.

Section 2. Authorization to Execute the Power Sales Contract

That the Page Utility Enterprises General Manager is authorized to execute the negotiated Power Sales Contract between Arizona Power Authority and Page Utility Enterprises and any other documents that may be necessary to effectuate said Contract.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 31st day of August, 2016, by

Resolution No. 1165-16
Page 2

the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

COMMISSION

*Joe A. Albo
Chairman*

*Dalton H. Cole
Vice Chairman*

*Stephen M. Brophy
Boyd W. Dunn
Russell L. Jones*



Arizona Power Authority
1810 W. Adams St. Phoenix, AZ 85007
Tel (602) 368-4265 Fax (602) 253-7970

STAFF

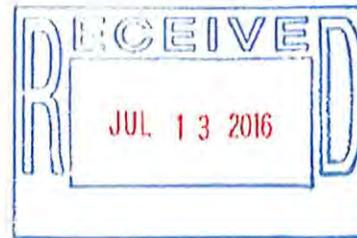
*Robert W. Johnson
Interim Executive Director*

*John T. Underhill, Jr.
Interim Deputy Director
and Chief Engineer*

*Heather J. Cole
Executive Secretary*

July 5, 2016

Mr. Bryan Hill
General Manager
Page Utility Enterprises
640 Haul Road/PO Box 1955
Page, Arizona 86040



Dear Mr. Hill:

Enclosed for signature are (2) originals of the final Power Sales Contract (PSC) with the Arizona Power Authority (Authority) for the purchase and sale of Hoover Capacity and Hoover Energy.

The Authority is offering contracts, pursuant to Title 30 and Title 45, Arizona Revised Statutes, to those entities that received allocations of Hoover Capacity and Hoover Energy under the Authority's "Final Hoover Power Marketing Plan Post-2017" adopted on July 17, 2015. The Authority is also offering contracts to non-tribal entities to which Western Area Power Administration allocated Hoover D-1 Capacity and Hoover D-1 Energy in its Final Power Allocation issued on December 18, 2014.

Upon execution, this PSC shall become effective October 1, 2016, with power delivery commencing on October 1, 2017, and shall remain in effect until September 30, 2067, unless terminated in accordance with the provisions of the PSC.

The Authority asks that you provide to the Authority, by August 31, 2016, final notification of intent to sign the PSC. Final notification of intent should be in the form of a resolution of your board, Council, or other governing body.

To allow for possible upward adjustments of allocations to customers as a result of any reallocation, the Authority also requests that each potential customer obtain the approval of its board, council, or other governing body to enter into the PSC with an allocation of up to 10% more than the allocation amounts set forth Exhibit B of the enclosed PSC. This will allow the

July 5, 2016
Page Two

Authority sufficient time to reallocate power and make any necessary changes to Exhibit B in the event that a customer(s) elects not to enter into a contract with the Authority. By September 7, 2016, the Authority will notify the customers of any changes in the amount of their allocation and make appropriate changes to Exhibit B of the PSC.

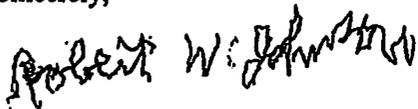
On or before September 14, 2016 at 5:00 p.m., please return both signed originals of the PSC to the Authority. This includes all exhibits, attachments, and any documents required to be provided to the Authority under the PSC, including the opinion of Counsel required pursuant to Section 30 of the PSC. Following execution by the Authority, one signed original PSC will be mailed to you on or before October 1, 2016.

Please send the fully-executed PSC with exhibits, etc., and the opinion of Counsel to:

Arizona Power Authority
ATTN: Heather Cole
1810 West Adams Street
Phoenix, Arizona 85007-2697

Any questions regarding the foregoing should be directed to Mr. Robert Johnson at bjohnson@powerauthority.org, or Mr. John Underhill, Jr. at john@powerauthority.org, or both at 602-368-4265.

Sincerely,



Robert W. Johnson
Interim Executive Director
Arizona Power Authority

POWER SALES CONTRACT

BETWEEN

ARIZONA POWER AUTHORITY

AND

PAGE UTILITY ENTERPRISES

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Definitions	3
Section 2. Term of Contract	12
Section 3. Sale and Purchase of Hoover Capacity and Hoover Energy	13
Section 4. Hoover Capacity Available to the Customer	13
Section 5. Hoover Energy Available to the Customer	13
Section 6. Firming Capacity and Firming Energy	15
Section 7. Tender or Relinquishment of Hoover Capacity and Hoover Energy	16
Section 8. Programs to Maximize the Value of Hoover Capacity and Hoover Energy.....	17
Section 9. Environmental Attributes Available to the Customer	17
Section 10. Transmission of Hoover Capacity and Hoover Energy	17
Section 11. Annual Budget and Determination of Demand and Energy Charge	18
Section 12. Scheduling Entity Agreement	21
Section 13. Covenants of the Customer	21
Section 14. Facilities, Ownership, and Liability	22
Section 15. Uncontrollable Force	23
Section 16. Contingency Planning	23
Section 17. Assignment	23
Section 18. Records and Accounts	24
Section 19. Information	25
Section 20. Bonds	25
Section 21. New Customer and Recapture Customer Obligations	25
Section 22. Default by the Customer	27
Section 23. Remedies of the Authority	27
Section 24. Default by the Authority	28
Section 25. Abandonment of Remedy	28
Section 26. Waivers	28
Section 27. Recapture of Hoover Capacity and Hoover Energy	28

TABLE OF CONTENTS, Continued

	<u>Page</u>
Section 28. Effects of Recapture or Reduced Allocation of Hoover Capacity or Hoover Energy	29
Section 29. Power Purchase Certificate	29
Section 30. Opinion as to Validity	29
Section 31. Relationship to and Compliance with Other Instruments	30
Section 32. Notices	30
Section 33. Severability	31
Section 34. Energy Planning and Management Program	31
Section 35. Customer Consultation Committee and Participation	31
Section 36. Table of Contents and Section Headings	32
Section 37. Amendment	32
Section 38. Applicable Law	32
Section 39. Recitals, Exhibits and Attachment	33
Section 40. Entire Contract	33
Section 41. Execution in Counterpart	33
Section 42. Conflict of Interest	33
Section 43. Arbitration in Superior Court	33
Section 44. Dispute Resolution With Tribal Entities	33
Section 45. Equal Employment Practices	34
Section 46. Restated Agreement	34

Exhibit A – Delivery Conditions

Exhibit B – Customer Hoover Capacity and Hoover Energy Allocation

Exhibit C – Capacity and Energy Schedule

Exhibit D - Notices

Attachment 1 – Hoover Capacity and Hoover Energy Allocations for Authority Customers

ARIZONA POWER AUTHORITY
Power Sales Contract

This Power Sales Contract (“Contract”), entered into as of the ____ day of _____, _____, between ARIZONA POWER AUTHORITY, a body corporate and politic of the State of Arizona, (the “Authority”) and PAGE UTILITY ENTERPRISES, (the “Customer”).

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic of the State of Arizona created pursuant to Arizona Revised Statutes (“A.R.S”) Sections 30-101 et seq. (“Title 30”);

WHEREAS, the Authority is authorized by Title 30 to bargain for, take and receive in its own name on behalf of the State of Arizona, electric power developed by the United States of America from the waters of the main stream of the Colorado River and made available to the State of Arizona in its sovereign capacity;

WHEREAS, in 1928, the United States Congress enacted the Boulder Canyon Project Act, authorizing the Secretary of the Interior to construct, operate, and maintain Hoover Dam, including a plant to generate electrical energy from the water discharged from the reservoir;

WHEREAS, the Hoover Power Plant Act of 1984 (Pub. L. No. 98-381, 98 Stat. 1333) (“1984 Hoover Act”) statutorily allocated pools of Hoover Capacity and Hoover Energy to named contractors, including the Authority, for the period commencing June 1, 1987, through September 30, 2017, and directed the Secretary of Energy to offer a renewal contract to then-existing contractors for the amounts specified in “Schedule A” to the 1984 Hoover Act;

WHEREAS, the 1984 Hoover Act authorized the Department of Interior to increase the capacity of existing generating equipment of the Boulder Canyon Project under the Upgrading Program (as hereinafter defined) and certain non-federal purchasers of Boulder Canyon Project capacity and energy, including the Authority, advanced funds to finance the cost of the Upgrading Program;

WHEREAS, the 1984 Hoover Act statutorily allocated the increased capacity and associated energy resulting from the Upgrading Program to the contractors listed in “Schedule B” to the 1984 Hoover Act for the period commencing June 1, 1987, through September 30, 2017, including the Authority;

WHEREAS, A.R.S. Sections 45-1701 et seq. (“Title 45”) provide for the sale by the Authority of its capacity and energy from the Upgrading Program to purchasers within the State of Arizona, notwithstanding the provisions of Title 30, on such terms and conditions as the Authority deems necessary to effectuate the provisions of Title 45;

WHEREAS, the United States of America, acting through the Western Area Power Administration (“Western”), has been selling Hoover Capacity and Hoover Energy to the Authority pursuant to a contract that terminates on September 30, 2017;

WHEREAS, the Authority, in accordance with contracts that terminate on September 30, 2017, has been selling Hoover Capacity and Hoover Energy to various districts and municipalities in the State of Arizona in accordance with and in the manner required by Titles 30 and 45;

WHEREAS, prior to the effective date of this Contract, the Authority has administered programs that have allowed customers to improve operation and the efficiency and value of Hoover Capacity and Hoover Energy, and the Authority intends to administer similar programs during the term of this Contract, subject to approval by the Authority;

WHEREAS, the Hoover Power Allocation Act of 2011 (Pub. L. No. 112-72, 125 Stat. 777) (“2011 Act”) statutorily allocated Hoover Capacity and Hoover Energy from Schedules A and B to named Contractors, including the Authority, for the period commencing October 1, 2017, through September 30, 2067, and directed the Secretary of Energy to offer contracts for the specified amounts to those named Contractors, including the Authority;

WHEREAS, the 2011 Act also created a new resource pool, referred to as “Schedule D”, which is equal to five percent of the full rated capacity of the Hoover Power Plant, and associated firm energy, for allocation to “New Allottees”;

WHEREAS, the 2011 Act directed the Authority to offer contracts to non-tribal New Allottees located in the State of Arizona for the allocations made by Western and on December 18, 2014, Western allocated 66.7 percent of Schedule D capacity and associated energy (“Hoover D-1”) to New Allottees (79 Fed. Reg. 75544, 75549-75550);

WHEREAS, the 2011 Act statutorily allocated 11.1 percent of Schedule D capacity and associated energy (“Hoover D-2”) to the Authority for further allocation to New Allottees in the State of Arizona;

WHEREAS, on July 17, 2015, the Authority adopted the Final Hoover Power Marketing Plan-Post-2017 (“Post-2017 Marketing Plan”), thereby allocating its Hoover Capacity and Hoover Energy from the Hoover Power Plant for the period commencing October 1, 2017, and continuing through September 30, 2067;

WHEREAS, the Authority will execute a contract with Western for the period commencing October 1, 2016, and continuing through September 30, 2067, which provides for the purchase by the Authority of Arizona’s share of Hoover Capacity, Hoover Energy and Hoover C Energy;

WHEREAS, on September 15, 2015, the Authority adopted Resolution 15-18, Policy on Collection and Distribution of Repayable Advances, specifying the obligations of New Customers and Recapture Customers for payment of Repayable Advances (now known as “Repayable Capital Investments”), and the Authority’s procedure for distributing any reimbursed Repayable Advances to Existing Non-Recapture Customers;

WHEREAS, any person or operating unit authorized by Title 30 to enter into a contract with the Authority for the sale and transmission of Hoover power, and any municipality, district, or public utility authorized by Title 45 may enter into a contract with the Authority for the sale and transmission of capacity and energy from the Upgrading Program;

WHEREAS, in order to provide for the payment of its cost of purchasing Hoover Capacity and Hoover Energy from Western as well as to provide for the payment of its bonds and notes, the Authority has determined to enter into contracts with the entities to whom the Authority has allocated Hoover Capacity and Hoover Energy pursuant to Title 30 and Title 45 and non-tribal entities to whom Western has allocated Hoover D-1 Capacity and Hoover D-1 Energy pursuant to the 2011 Act and associated federal regulations; and

WHEREAS, the Power Sales Contracts, the revenues derived from such contracts, and the Authority's Electric Service Contract are to be pledged and assigned by the Authority pursuant to Title 45 as security for the payment of any bonds or notes of the Authority issued or to be issued.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions

Additional Delivery Location means any delivery location where the Customer receives Hoover Capacity, Hoover Energy or Hoover C Energy transmitted from the Point of Delivery pursuant to a Wheeling Agreement.

Ancillary Services means those generation services that are necessary to support the delivery of capacity and scheduled energy from resources to loads including, but not limited to those provided under the Electric Service Contract as those services are described in the Electric Service Contract and associated attachments.

Annual Budget means, with respect to a Contract Year, the budget of the Authority prepared by the Authority in accordance with Section 11 hereof for such Contract Year or, in the case of an amended Annual Budget, for the remainder of such Contract Year.

Authority means the Arizona Power Authority, a public body corporate and politic organized and existing under Title 30 of the A.R.S., and the successors and assigns to its duties and functions.

Average Monthly Hoover Capacity Entitlement means the aggregate sum of the Hoover Capacity portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then current Contract Year as estimated by the Authority at the start of such Contract Year and irrespective of the Hoover Capacity actually made available or delivered to the Customer for such Contract Year, divided by the number of months in such Contract Year.

Balancing Authority means the responsible entity or sub-metered system that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority area, and supports interconnection frequency in real time.

Bill Crediting means the process whereby a Host Utility accepts Hoover Capacity or Hoover Energy for the Customer's benefit and through monthly billing provides a credit to the Customer for Hoover Energy and/or associated Hoover Capacity received by the Host Utility.

Billing Period means the service period beginning on the first day and extending through the last day of a calendar month.

Bond Counsel means an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds.

Bond Resolution means the Bond Resolution adopted by the Authority on December 6, 1985, providing for the issuance of Bonds, and all amendments and supplements thereto adopted in accordance with the provisions thereof.

Bonds means bonds or other evidences of indebtedness that have been or will be issued by the Authority pursuant to the Bond Resolution to pay any part of the Authority's Bonds, including Additional Bonds, Subordinated Indebtedness and Refunding Bonds, as defined and issued in accordance with the Bond Resolution.

Boulder Canyon Project (BCP) means all works authorized by the Boulder Canyon Project Act, as amended, the 1984 Hoover Act, as amended, and any future additions authorized by Congress or additions undertaken pursuant to the Electric Service Contract, to be constructed and owned by the United States, but exclusive of the main canal and its related appurtenances authorized by the Boulder Canyon Project Act, known as the All-American Canal.

Boulder Canyon Project Act means the Act of Congress approved December 21, 1928 (45 Stat. 1057, 43 U.S.C. § 617), as amended and supplemented.

Capacity and Energy Schedule means the schedule that the Authority and the Customer develop annually showing Customer's Entitlement, which schedule is based upon Western's Master Schedule, and other operational reports from Western and Reclamation, as such schedule may be revised based on a change in the availability of Hoover Capacity, Hoover Energy or Hoover C Energy, or upon the request of the Customer. Exhibit C sets forth the format of the Capacity and Energy Schedule.

Capacity Rate means the rate that the Authority uses to calculate the Demand Charge, as set forth in Section 11(b).

Commission means the Commission of the Authority, or if said Commission is abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Bond Resolution are given by law.

Conformed Criteria means the Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects, published in the Federal Register Notice 49 FR 35671, dated June 14, 2012.

Contingent Capacity means the Hoover Capacity allocated to the Contractor pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Contract means this Power Sales Contract.

Contractor means an entity, including the Authority, that has a fully executed contract with Western for electric service from the Boulder Canyon Project for the period commencing October 1, 2016, and continuing through September 30, 2067.

Contract Year means the period from October 1 of any year through September 30 of the subsequent year or such other consecutive 12-month period that the Authority designates as a Contract Year.

Customer means the entity defined as the Customer in the introductory paragraph of this Contract and the successors and assigns to its duties and functions.

Customer's Allocation means the Hoover Capacity and Hoover Energy that the Customer is entitled to receive at the Point of Delivery based on the allocation in the Post-2017 Marketing Plan, or the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), including associated Ancillary Services and Environmental Attributes. Exhibit B sets forth Customer's Allocation at the Point of Delivery.

Customer's Entitlement means that portion of the Customer's Allocation that the Customer is entitled to receive at the Point of Delivery for the then current Contract Year as reflected in the Capacity and Energy Schedule, subject to any adjustments as provided in Sections 4 and 5.

Customers means all parties, other than the Authority, that execute Power Sales Contracts.

Customer Consultation Committee means the committee of Authority staff and Customer representatives described in Section 35 hereof.

Debt Service means, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid or deposited during said period into any fund or account created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due (whether at the maturity of principal or at the due date of interest or upon redemption or purchase); provided, however, that Debt Service shall not include any amount payable as principal or interest solely by reason of the acceleration of the maturity of Bonds.

Demand Charge means the monthly charge for the Hoover Capacity portion of Customer's Allocation that the Authority calculates by multiplying the Capacity Rate by the Customer's Average Monthly Hoover Capacity Entitlement.

Demand Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the capacity charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Electric Service Contract means Contract No. 16-DSR-12626 between the Authority and Western, effective October 1, 2016, and authorized by the 2011 Act, pursuant to which the Authority purchases Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended or supplemented.

Energy Charge means the monthly charge for the Hoover Energy portion of Customer's Allocation that the Authority calculates by multiplying the Energy Rate by the Customer's Forecasted Monthly Hoover Energy Entitlement.

Energy Planning and Management Program means the "Energy Planning and Management Program; Integrated Resource Planning Approval Criteria" published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto.

Energy Rate means the rate that the Authority uses to calculate the Energy Charge, as modified from time-to-time by the Authority during the Contract Year, as set forth in Section 11(b) of this Contract.

Energy Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the energy charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Environmental Attributes means the environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, and shall include, but not be limited to, renewable energy or tax credits, offsets and benefits; green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits towards achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in Megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

Existing Non-Recapture Customer means an entity that received an allocation from the Authority for the period June 1, 1987, through September 30, 2017, and as of September 30, 2017, had not had all of its allocation recaptured by the Authority.

Firm Energy means energy obligated from the Hoover Power Plant pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Forecasted Monthly Hoover Energy Entitlement means the forecasted Hoover Energy portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then Contract Year as estimated by the Authority at the start of such Contract Year, taking into account lake levels, outages, and other events that may limit from time-to-time the actual Hoover Capacity and Hoover Energy available to the Customer.

Hoover A Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover A Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover C Energy means the energy allocated to the Authority pursuant to Section 105(a)(1)(C) of the 1984 Hoover Act, as amended by Section 2(c) of the 2011 Act and purchased by the Authority pursuant to the Electric Service Contract.

Hoover Capacity means Hoover A Capacity, Hoover B Capacity, Hoover D-1 Capacity, and Hoover D-2 Capacity.

Hoover D Capacity means Hoover D-1 Capacity and Hoover D-2 Capacity.

Hoover D-1 Capacity means the Contingent Capacity allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D-2 Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D Energy means Hoover D-1 Energy and Hoover D-2 Energy.

Hoover D-1 Energy means the Firm Energy allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover D-2 Energy means the Firm Energy allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, pursuant to the Electric Service Contract.

Hoover Energy means Hoover A Energy, Hoover B Energy, Hoover D-1 Energy, and Hoover D-2 Energy.

Hoover Power Plant means the power plant at Hoover Dam, consisting of the seventeen (17) main generating units, and appurtenant facilities as may be improved, replaced, renovated, or expanded during the term of this Contract.

Host Utility means an entity directly connected to the Customer that provides electric utility services and is responsible for the physical delivery of power to the Customer's meter(s).

Legal Opinion means the document to be prepared by counsel for the Customer pursuant to Section 30.

Load means electric power or electric energy required to meet a Customer's demand for electric service.

Loaded Synchronized Generation means the quantity of Boulder Canyon Project Synchronized Generation that is supplying Hoover Energy.

Master Schedule means the schedule described in the Electric Service Contract prepared by Western each year setting forth Western's estimate of power available by months to the Authority from the Boulder Canyon Project for the sixteen- (16) month period beginning on June 1 of any year and extending through September 30 of the next year.

Multi-Species Conservation Program means the Multi-Species Conservation Program as defined in section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat. 1327).

Multi-Species Conservation Program Agreement means the Trust Indenture and Joint Payment Agreement dated April 4, 2005, and any supplements or amendments thereto.

Net Repayable Advance means the difference between the amount that New Customers and Recapture Customers must pay under Section 21(a) of this Contract and the amount of any Repayable Capital Investments that the Authority must pay Western under Section 20.5.4 of the Restated Agreement.

New Allottee means Customers not receiving Contingent Capacity and Firm Energy under subparagraphs (A) and (B) of paragraph (1) of 43 U.S.C. section 619a(a), including in the State of Arizona, those Customers that received a Hoover D-2 Capacity and Hoover D-2 Energy allocation from the Authority, and those that received a Hoover D-1 Capacity and Hoover D-1 Energy allocation from Western that contract with the Authority for the power allocated to them by Western.

New Customer means a Customer that received an allocation of Hoover Capacity and Hoover Energy from the Authority under the Post-2017 Marketing Plan, or from Western under the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), but did not receive a power allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published by the Authority on June 7, 1985.

Operating Reserves - Spinning means Boulder Canyon Project generation that is synchronized to the electric power system and fully available to respond in accordance with applicable regulatory standards and requirements.

Operating Reserves - Supplemental means Boulder Canyon Project generation capable of being synchronized to the electric power system that is fully available to respond in accordance with applicable regulatory standards and requirements.

Point of Delivery means the Mead 230kV Bus or any other delivery points set forth in Exhibit A.

Power Sales Contract means this Contract and the other Power Sales Contracts, dated the date hereof, between the Authority and each of the Customers, all relating to Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended from time to time.

Ramping means the change in scheduled delivery of Hoover Capacity and Hoover Energy from one period to another through static schedules or by more frequent changes in schedules through dynamic control.

Readvances means available funds appropriated by the Secretary of the Treasury for replacements related to the Boulder Canyon Project. Those replacements funded with readvances are amortized and repaid by the contractors over fifty (50) years.

Recapture Customer means a Customer that received an allocation of Hoover B Capacity and Hoover B Energy from the Authority under the Post-2017 Marketing Plan, and received only a Schedule B capacity and energy allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published on June 7, 1985, but had its Schedule B allocation under the "Final Hoover Power Marketing Post-1987" document recaptured by the Authority. The two entities that qualify as Recapture Customers are City of Mesa and Ak-Chin Tribe.

Reclamation means the Bureau of Reclamation of the Department of the Interior of the United States of America and the successors and assigns to its duties and functions.

Regulation means an Ancillary Service, including ramping up and ramping down, provided dynamically by Western in response to a digital signal from the Balancing Authority(ies) or other capable entity(ies). This service provides for following the moment-to-moment variations in the demand or supply in a Balancing Authority area and maintaining scheduled interconnection frequency.

Repayable Capital Investments means the amount calculated by Reclamation pursuant to Section 20.4 of the Restated Agreement for the purpose of determining payment obligations and reimbursements due, if any under Section 20.5 of the Restated Agreement.

Replacement Capital Investments means ninety-six percent of the sum of the BCP multi-year and annual replacement amounts, together with interest during construction on those expenditures that are for BCP replacement items not placed in service in the year such expenditures are made.

Reserves means Operating Reserves - Spinning and Operating Reserves - Supplemental.

Restated Agreement means the Amended and Restated Implementation Agreement No. 95-PA0-10616, including all exhibits and attachments thereto.

Revenue Requirements means all costs and expenses paid or incurred or to be paid or incurred by the Authority in connection with the acquisition and delivery of Hoover Capacity and Hoover Energy at the Point of Delivery including, without limitation, the following items of cost:

- (1) payments of Debt Service and payments that the Authority is required to make into the Debt Service Account in the Debt Service Fund or the Subordinated Indebtedness Fund under the terms of the Bond Resolution to pay Debt Service;
- (2) amounts required under the Bond Resolution to be paid or deposited into any fund or account established by the Bond Resolution (other than the Debt Service Account or the Subordinated Indebtedness Fund referred to in clause (1) above), including, but not limited to, any amounts required to be paid or deposited by reason of the transfer of moneys from the Debt Service Reserve Account in the Debt Service Fund to the Debt Service Account in the Debt Service Fund, and any amounts required to be paid into the Monthly Payment Reserve Account;
- (3) additional amounts that must be collected by the Authority in order to meet the requirement of any rate covenant with respect to coverage of Debt Service on Bonds contained in the Bond Resolution or which the Authority deems advisable in the marketing of its Bonds or the management of its financial operations;
- (4) costs incurred in connection with interest rate exchanges, futures contracts or other financing arrangements permitted under the Bond Resolution;
- (5) costs of letters of credit, lines of credit, insurance and any other means of providing credit enhancement or credit support in connection with the issuance, sale and marketing of Bonds;
- (6) amounts, if any, that the Authority is required to pay pursuant to the Electric Service Contract, including, without limitation, and to the extent the same is required to be a Revenue Requirement, the cost of Hoover C Energy to the extent such cost is not otherwise recovered by the Authority from the sale of Hoover C Energy;
- (7) amounts, if any, that the Authority is required to pay pursuant to the Restated Agreement, including, but not limited to, its portion of Replacement Capital Investments, Working Capital requirements, and operating reserves;
- (8) amounts attributable to the Authority's respective contribution to the cost of the Multi-Species Conservation Program, in accordance with the 2011 Act, the Multi-Species Conservation Program Agreement, and this Contract.

(9) operating expenses and costs of the Authority (including administrative and general expenses and taxes or payments in lieu thereof) relating to the acquisition and delivery of Hoover Capacity and Hoover Energy not included in the costs specified in the other items of this definition; and

(10) an amount, if needed, not to exceed 3% of the Revenue Requirements, to be utilized by the Authority for power development activities that the Authority is authorized to undertake pursuant to Title 30 and Title 45; provided that any expenditures shall be undertaken pursuant to specific direction provided by the Commission according to an appropriate administrative process; and provided further if any such activities are developed into revenue producing power arrangements then the net revenue, if any, from such revenue producing power arrangements shall be credited against Revenue Requirements in such amounts and in such Contract Years as shall be determined by the Authority.

Amounts, if any, derived by the Authority from the sale of Hoover C Energy, over its costs thereof, shall be credited against Revenue Requirements.

Scheduling and Accounting Procedures means the operating arrangements and scheduling and accounting procedures developed by the Authority and its Scheduling Entity(ies) as part of any SEA to schedule Hoover Capacity and deliver Hoover Energy, Hoover C Energy, and other resources available under this Contract. The Scheduling and Accounting Procedures are intended to implement the terms of this Contract, any SEA, and the Electric Service Contract, but are not intended to modify or amend any of these agreements. In the event of a conflict between the terms of this Contract, any SEA, or the Electric Service Contract and the Scheduling and Accounting Procedures, the respective agreement will control.

Scheduling Entity means one or more entities designated by the Authority to coordinate scheduling of Hoover Capacity, Hoover Energy, and Hoover C Energy deliveries to Authority Customers.

Scheduling Entity Agreement (SEA) means that separate agreement that the Authority will execute with the Authority's Scheduling Entity(ies) regarding scheduling and delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

Synchronized Generation means Hoover Capacity available from any of the Hoover Power Plant generating units synchronized to the electric power system.

Transitional Items means financial obligations of the BCP funded by the 2011 Act Schedule A and Schedule B Contractors prior to October 1, 2017, which have not been expensed as of that date. Transitional Items also include sequestered funds, which are unavailable to spend as of October 1, 2017.

Tribal Entity means a Customer that is a federally recognized Indian Tribe, including an entity, enterprise, or authority of a federally recognized Indian Tribe that is formed by such tribe to lawfully use the Customer's Allocation.

Upgrading Program means the program authorized by Section 101(a) of the 1984 Hoover Act for increasing the generating Capacity of the original Hoover Power Plant.

Unloaded Synchronized Generation means the difference between scheduled Synchronized Generation and Loaded Synchronized Generation.

Western means the Western Area Power Administration, an agency of the Department of Energy of the United States of America, and the successors and assigns to its duties and functions.

Wheeling Agreement means any transmission agreement executed by the Authority for the specific benefit of the Customer for the transmission of Hoover Capacity, Hoover Energy, and Hoover C Energy hereunder from the Point of Delivery to any Additional Delivery Location(s), as the agreement may be amended, supplemented or substituted.

Working Capital means funds required to perform capital work on Boulder Canyon Project facilities as specified in the Restated Agreement. These are funds advanced by the Authority to meet BCP cash flow needs and may be adjusted through the Annual Revenue Requirement pursuant to the Restated Agreement.

SECTION 2. Term of Contract

(a) This Contract shall become effective on October 1, 2017 and shall remain in effect until midnight, Mountain Standard Time, September 30, 2067, unless terminated in accordance with the provisions of this Contract.

(b) The date of initial service hereunder shall be October 1, 2017; provided, that for Customers allocated Hoover D-1 Capacity and Hoover D-1 Energy, this Contract shall not go into effect if the Customer does not have the necessary arrangements for transmission and/or distribution service in place by October 1, 2016.

(c) The Authority may terminate this Contract on and after September 30, 2037, upon five years' prior written notice to the Customer; provided, however, that the Authority shall only exercise this right to the extent consistent with federal law.

(d) In the event of a recapture in accordance with Section 7(b), this Contract shall terminate on the effective date of the contract selling all of the Customers Allocation. In the event of a recapture under Section 27 where all of a Customer's Hoover Capacity and Energy is subsequently reallocated for the unexpired term of the Customer's Contract, this Contract shall terminate on the effective date of the reallocation as provided in written notice from the Authority. The Customer shall remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented.

(e) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any termination of this Contract pursuant to either Section 2(c) or Section 2(d) shall require approval by Western, as set forth in the Electric Service Contract.

SECTION 3. Sale and Purchase of Hoover Capacity and Hoover Energy

(a) During the term of this Contract, the Authority agrees to sell to Customer the Customer's Allocation at the Point of Delivery, subject to adjustment in accordance with Section 4 and Section 5 hereof.

(b) The Customer agrees to purchase the Hoover Capacity and Hoover Energy that comprises Customer's Allocation at the rates and charges set forth in Section 11 of this Contract, and in accordance with this Contract. The Customer's obligation to make the payments pursuant to Section 11 of this Contract shall be payable irrespective of whether any Hoover Capacity or Hoover Energy is received from, or delivered by, the Authority hereunder, and, except as provided in Section 7 and 28, such payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise, and shall not be conditioned upon the performance by the Authority under this Contract or any other agreement or instrument.

SECTION 4. Hoover Capacity Available to the Customer

(a) Subject to the availability of Hoover Capacity as set forth in the Capacity and Energy Schedule, the Authority will make the Hoover Energy portion of Customer's Allocation available to the Customer at the Point of Delivery in amounts that the Customer may from time to time schedule in accordance with Section 5, at a rate of delivery up to the Customer's Allocation of Hoover Capacity.

(b) Reductions in Hoover A Capacity, Hoover B Capacity, or Hoover D Capacity respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur, among other reasons, as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any such reduction in Hoover Capacity will be prorated in proportion to the ratio that Customer's Allocation of Hoover Capacity bears to the sum of all Customer Allocations of Hoover Capacity as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Capacity.

SECTION 5. Hoover Energy Available to the Customer

(a) The Authority will make the Hoover Energy portion of the Customer's Allocation available to the Customer each month of the Contract Year in the amounts set forth in the Capacity and Energy Schedule developed annually by the Authority in accordance with Section 5(c). Delivery in any Billing Period shall not exceed the amount of Hoover Energy to be made available to the Customer for such month as set forth in the Capacity and Energy Schedule, unless approved by the Authority.

(b) Reductions in Hoover A Energy, Hoover B Energy, or Hoover D Energy respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any reduction in Hoover Energy made available to the Authority will be prorated in proportion to the ratio that the Customer's Allocation of Hoover Energy bears to the sum of all Customer

Allocations of Hoover Energy, as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Energy.

(c) At least forty-five (45) days prior to the start of each Contract Year, the Authority will advise the Customer in writing of the amount of Hoover Capacity and Hoover Energy estimated by the Authority to be available for delivery to the Customer during the Contract Year. This estimate will be based upon Western's Master Schedule, and other operational reports from Western and Reclamation for the months in such Contract Year. Within thirty (30) days following receipt of such information, the Customer shall submit in writing a preliminary schedule by month for delivery of the Hoover Energy, which preliminary schedule will be approved, or modified if necessary, by the Authority after consultation with the Customer. Based upon the approved schedule, the Authority will furnish the Customer with a final Capacity and Energy Schedule that will be effective during the Contract Year. If Western revises its Master Schedule or Western or Reclamation revise any other operational reports during such Contract Year, the Authority will consult with the Customer and the Authority's Scheduling Entity regarding potential revisions to the Capacity and Energy Schedule for the remaining months of the Contract Year.

(d) The Customer may, at any time during a Contract Year, request that the Authority revise the amount of Hoover Energy that the Customer is scheduled to receive during any month or months of such Contract Year as set forth in the Capacity and Energy Schedule; provided that no such scheduling revision shall decrease the amount of Hoover Energy any other Customer is scheduled to receive without the consent of such other Customer(s). The Authority shall have the right to accept or deny such requests in its sole discretion, which acceptance shall not be unreasonably withheld.

(e) The Customer shall have the right to a pro-rata share of available Ancillary Services, based upon the Customer's Allocation. The Customer may access such Ancillary Services through the use of a dynamic signal. To exercise this right, the Customer must notify the Authority of its intent to use these Ancillary Services and, if a dynamic signal will be used, must participate in the establishment of a dynamic signal. Any agreement related to use of Ancillary Services or establishment of a dynamic signal will be subject to review by the Authority, which approval shall not be unreasonably withheld.

(f) If the Customer does not elect to use its pro-rata share of Ancillary Services, then the Authority will use its best efforts to market any portion of the Customer's share of Ancillary Services and dynamic signal that the Customer elects not to use. Any such sale of Ancillary Services and dynamic signal shall be pursuant to a separate agreement among the Authority, the relevant Balancing Authority(ies) or other capable entity(ies), and the relevant Customers that are parties to the sale.

(g) If it is necessary for a new dynamic signal to be established with a Balancing Authority or other capable entity(ies) in order for the Customer to use the Ancillary Services granted under this Contract, then the Customer will be responsible for paying any and all costs related to its establishment and use of the new dynamic signal. If more than one

Customer is involved in establishing a new dynamic signal, the cost for establishing any such signal shall be paid by the participating Customers.

(h) The Customer, through use of a dynamic signal, shall have the right on a pro-rata basis to Loaded Synchronized Generation, Operating Reserves - Spinning, and Operating Reserves – Supplemental, the sum of which shall not exceed the portion of the Customer's Allocation of Hoover Capacity that is available. The Customer shall have the right to Synchronized Generation in a range from zero (0) to full Synchronized Generation and the reverse. With the use of these Ancillary Services and associated energy losses, the Hoover Energy portion of Customer's Entitlement may be reduced in the next Billing Period, or as soon thereafter as possible, to the extent and at the time that Western reduces the Authority's Available Energy under the Electric Service Contract.

(i) The Customer shall have the right to schedule Hoover Capacity and Hoover Energy on a static basis, but in doing so, will not have access to Regulation or Operating Reserves - Spinning, but will have access to Operating Reserves - Supplemental and Ramping needed to manage schedule changes.

(j) The Post-2017 Marketing Plan established distribution priorities for any Hoover C Energy made available to the Authority under the Electric Service Contract. Consistent with these distribution priorities, the Authority may offer to sell Hoover C Energy to the Customer if and when it becomes available to the Authority. No Customer shall be obligated to accept Hoover C Energy. Any Hoover C Energy the Customer agrees to purchase shall be included in the Capacity and Energy Schedule. The amount of Hoover C Energy to be made available to the Customer shall not exceed the amount set forth in the schedule, and any reduction shall be prorated among the Customers in the Authority's priority classification(s) that have accepted available Hoover C Energy. If the Authority offers to sell Hoover C Energy, and if the Customer agrees to purchase such Hoover C Energy, the Authority agrees to, if requested by the Customer, coordinate delivery of such Hoover C Energy to the Customer at the Point of Delivery or any Additional Delivery Location(s) in accordance with the applicable provisions of any Wheeling Agreement(s).

SECTION 6. Firming Capacity and Firming Energy

(a) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase capacity to firm the Hoover Capacity portion of Customer's Allocation.

(b) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase energy to firm the Hoover Energy portion of Customer's Allocation up to the equivalent of 100 percent capacity factor of the Customer's Allocation.

(c) The Customer will pay in advance for any such purchases by the Authority.

(d) The Customer, through the Authority's Scheduling Entity, may be required by the Authority to schedule a minimum rate of delivery of energy when the Authority purchases energy pursuant to Section 6(a). The amount of energy to be scheduled at such minimum rate of delivery in connection with the Authority's purchases shall be the product of the overall minimum rate of delivery for all Authority purchases multiplied by a fraction where the numerator is the amount of Authority purchases for the Customer and the denominator is the aggregate amount of Authority purchases for all participating Customers.

SECTION 7. Tender or Relinquishment of Hoover Capacity and Hoover Energy

(a) The Customer may tender or relinquish ("lay off") Hoover Capacity or Hoover Energy for resale by the Authority. The Authority will use its best efforts to sell the Customer's tendered or relinquished Hoover Capacity or Hoover Energy and will apply the net proceeds from the sale towards the Customer's payment obligations under this Contract. The Customer tendering or relinquishing Hoover Capacity or Hoover Energy will still be obligated to pay for any and all Hoover Capacity and Hoover Energy making up the balance of the Customer's Entitlement. No tender or relinquishment of Hoover Capacity or Hoover Energy shall relieve the Customer of its obligations under this Contract. The Authority retains the option to recapture pursuant to Section 27 a tender or relinquishment of Hoover Capacity and Hoover Energy pursuant to this Section 7 that exceeds three (3) consecutive Contract Years.

(b) The tender or relinquishment of Customer's Hoover Capacity and Hoover Energy shall be deemed a recapture if the tender or relinquishment is for the unexpired term of the Purchaser's Contract, and the Authority has contracted to sell the tendered or relinquished Hoover Capacity and Energy under the same terms and conditions as those contained in this Contract.

(c) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, the Customer may permanently relinquish Customer's Allocation of Hoover D-1 Capacity and Hoover D-1 Energy to Western. If Western offers Customer's Hoover D-1 Capacity and Hoover D-1 Energy to the other non-tribal Western allottees in the State of Arizona that have executed a Power Sales Contract with the Authority, and one or more of these allottees accept Customer's Hoover D-1 Capacity and Hoover D-1 Energy, then the Customer's contractual obligation for Hoover D-1 Energy will terminate. In the event that the entire relinquished allocation is not reallocated within the State of Arizona, the Customer's contractual obligation for Hoover D-1 Capacity and Hoover D-1 Energy will terminate if Western allocates the remaining Hoover D-1 Capacity and Hoover D-1 Energy in other parts of the Boulder Canyon Project marketing area. The Customer will remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented. If Customer's Contract includes Hoover D-2 Capacity and Hoover D-2 Energy in addition to Hoover D-1 Capacity and Hoover D-1 Energy, then Customer's Contract will remain effective with respect to Customer's Hoover D-2 Capacity and Hoover D-2 Energy.

SECTION 8. Programs to Maximize the Value of Hoover Capacity and Hoover Energy

Consistent with the Authority's regulations, the Customer may participate in programs designed to maximize the value of Customer's Allocation. With respect to any of these programs, the Authority may request that the Customer file copies of all relevant agreements with the Authority. The Customer may participate in such programs, as follows:

(a) With the Authority's prior written approval, not to be unreasonably withheld, power pooling agreements that provide for the Customer to aggregate or commingle the Customer's Hoover Capacity or Hoover Energy with the Hoover Capacity or Hoover Energy of other Customers; and

(b) With the Authority's approval, not to be unreasonably withheld, banking of Hoover Energy, displacements, exchange of banked Hoover Energy among Customers, and exchanges of Hoover Capacity or Hoover Energy among Customers.

SECTION 9. Environmental Attributes Available to the Customer

The Authority will use best efforts to maintain the right to any and all Environmental Attributes available to it under the Electric Service Contract. Customer shall have the right to use a pro-rata share of any Environmental Attributes associated with the Customer's Allocation that are available to the Authority pursuant to the Electric Service Contract or otherwise. Customer's pro-rata share will be equal to Customer's Allocation as compared to all Customer Allocations. The Customer will not be deemed to have elected not to use Environmental Attributes unless the election is made in writing. If the Customer elects not to use its pro-rata share of Environmental Attributes, then the Authority will use its best efforts to market or create value, to the extent allowed by the Electric Service Contract, for any portion of the Customer's share of Environmental Attributes that the Customer elects not to use. Any sale of Environmental Attributes shall be pursuant to a separate agreement among the Authority, the relevant purchasing entity, and the relevant Customers. Such Environmental Attributes (such as renewable energy credits) shall be expressed in MWh, with one (1) MWh of Environmental Attribute produced for each one (1) MWh of energy generated by the renewable energy resource.

SECTION 10. Transmission of Hoover Capacity and Hoover Energy

(a) Pursuant to the Electric Service Contract, Western will deliver Hoover Capacity and Hoover Energy to the Authority at the Point of Delivery. The Authority will deliver Customer's Entitlement at the Point of Delivery and the Customer, except as provided for in Section 10(b), must arrange for transmission service to transmit its Hoover Capacity and Hoover Energy from the Point of Delivery to any Additional Delivery Location(s). Upon request of the Customer, the Authority will help coordinate transmission arrangements so that its Hoover Capacity and Hoover Energy will be delivered from the Point of Delivery to the Customer or to the Customer's Hoover Capacity and Hoover Energy transmission provider.

(b) If the Customer is unable to independently procure transmission service to transmit the Customer's Entitlement from the Point of Delivery to any Additional Delivery Location(s), then upon request of the Customer, the Authority will use its best efforts to procure transmission service for the Customer by executing a Wheeling Agreement; provided, however,

that the Customer agrees to pay all costs associated with transmission of Hoover Capacity and Hoover Energy for the Customer from the Point of Delivery to the Customer's Additional Delivery Location(s) under any Wheeling Agreement(s). The Customer further agrees that it will adhere to any transmission service specifications set forth in any Wheeling Agreement(s) and will adhere to applicable limitations and requirements of a Host Utility's Bill Crediting program, if applicable.

SECTION 11. Annual Budget and Determination of Demand and Energy Charge

(a) The Authority shall prepare, or cause to be prepared, and deliver to each Customer a proposed Annual Budget at least sixty (60) days prior to the beginning of each Contract Year. The proposed Annual Budget shall itemize for such Contract Year the Authority's estimates of all Revenue Requirements and all revenues and other funds available to the Authority for the payment of such Revenue Requirements as well as the estimated amount of Hoover Capacity and Hoover Energy that formed the basis of such revenue estimates. In preparing the Annual Budget, the Authority, to the extent it incurs costs or expenses that relate to non-Hoover capacity and energy functions to be payable from Revenue Requirements, shall delineate such costs and expenses. At any time up to the forty-fifth (45th) day prior to the beginning of the Contract Year, the Customer may submit any comments with respect to the Annual Budget. After consideration of any comments of the Customers, the Commission, not less than thirty (30) days prior to the beginning of such Contract Year, shall adopt an Annual Budget for such Contract Year and shall cause copies of such Annual Budget to be delivered to each Customer. Notwithstanding the foregoing, the Annual Budget for the first Contract Year shall be prepared, considered, adopted and delivered in the manner that the Authority shall deem most practicable under the circumstances.

(b) The Authority will establish and maintain rates under this Contract and the other Contracts that will provide revenues that are sufficient to meet the estimated Revenue Requirements of the Authority. The capacity charges and the energy charges paid by the Authority to Western for Hoover Capacity and Hoover Energy under the Electric Service Contract shall be assigned to the Demand Related Revenue Requirements and Energy Related Revenue Requirements, respectively. The balance of the Authority's Revenue Requirements shall be assigned to Demand Related Revenue Requirements and Energy Related Revenue Requirements in the same percentage proportion that Western assigns costs to capacity and energy charges in the Electric Service Contract. The Authority shall determine the Capacity Rate for each Billing Period by dividing the estimated Demand Related Revenue Requirements by the product of the number of months in such Contract Year times the total aggregate sum of the Average Monthly Hoover Capacity Entitlement of all the Customers. The Authority shall determine the Energy Rate by dividing the estimated Energy Related Revenue Requirements by the total aggregate amount of the Forecasted Monthly Hoover Energy Entitlement estimated by the Authority to be scheduled and delivered to all Customers during such Contract Year, as modified from time-to-time by the Authority during such Contract Year.

(c) If, at any time after the adoption of the Annual Budget, the Authority estimates that the Revenue Requirements or revenues to be furnished for the Contract Year or any part thereof for which such Annual Budget applies will be greater or less than the Revenue Requirements or revenues set forth in the Annual Budget, then the Authority may prepare an

amended Annual Budget and revise the Capacity Rate and Energy Rate in accordance with such amended Annual Budget. Any amended Annual Budget shall be adopted by the Commission, but with reasonable notice to, and opportunity for comments from, the Customers and thereafter transmitted to each Customer and shall supersede the Annual Budget or any amended Annual Budget previously provided.

(d) In the event that a budget for the ensuing Contract Year has not been adopted on or before the first day of the Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. The temporary budget shall be effective only until such time as a permanent budget has been finally adopted and approved by the Commission as provided herein.

(e) The Customer shall pay the Authority for Hoover Capacity and Hoover Energy at the rates established by the Authority, as the same may be revised from Contract Year to Contract Year and from time to time within a Contract Year in accordance with the provisions of this Contract and any amendment to the Annual Budget.

(f) The Customer shall pay the sum of (i) the Demand Charge (ii) the Energy Charge, and (iii) any charge for Hoover C Energy purchased by the Customer under Section 5(j), as adjusted for any credits specified in this Section 11(f). Amounts, if any, derived by the Authority from the sale of the Customer's share of Environmental Attributes, Ancillary Services, or the dynamic signal to one or more Balancing Authorities, shall be used by the Authority to reduce the Customer's Demand Charge, Energy Charge, and Hoover C Energy charge in proportion to the Customer's pro-rata share of the Environmental Attributes, Ancillary Services, or the dynamic signal that is sold.

(g) On or before the 3rd business day of each month beginning with the second month of the first Contract Year, the Authority shall render to the Customer a monthly statement showing, in each case with respect to the preceding month, (i) the amount of the Demand Charge, the Energy Charge, and any charge for Hoover C Energy payable by the Customer for such month; and (ii) the amount, if any, determined in accordance with this Section 11 to be credited to or paid by the Customer with respect to any adjustment for actual Demand Related Revenue Requirements and Energy Related Revenue Requirements; and such Customer shall pay the total of such amounts at the times specified in paragraph (h) of this Section 11.

(h) Monthly payments required to be paid to the Authority pursuant to this Section 11 shall be due and payable to the Authority at the address of the Authority set forth in Section 32 of this Contract or the account of the Authority via wire transmission, on or before the later of (i) the 15th day after the date of such monthly statement or (ii) the 15th day after the date such statement is mailed or electronically mailed, as indicated by the postmark date or electronic mail date stamp; provided, that, if said 15th day is a Saturday, Sunday or a day on which banks in the State of Arizona are authorized to be closed, the next following day on which banks in the State of Arizona are authorized to be open shall be the day that such payment is due.

(i) If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment as provided in paragraph (h) of this Section 11, the Authority shall charge the Customer an initial late payment charge equal to two percent

(2%) of the unpaid amount. Each day after the due date of such payment as provided in paragraph (h) of this Section 11, a charge of five hundredths percent (0.05%) of the principal sum unpaid shall be added until the amount due, including the two percent (2%) initial late payment charge, is paid in full. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal. Remittances received by mail or wire transmission will be accepted without assessment of such charges if the postmark or date stamp indicates that the payment was mailed or wired on or before the due date of such payment as provided in paragraph (h) of this Section 11.

(j) In the event of any dispute as to any portion of any monthly statement, the Customer shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to the Authority by the date such payment is due or within ten (10) business days after the Customer first obtains knowledge of the principal fact on which the dispute is based, whichever is later. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Authority shall give consideration to such dispute and shall advise the Customer in writing with regard to its position relative thereto within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount, including interest on any overpayment at the London Inter Bank Offered Rate during the period of the overpayment, shall be properly reflected in the statement next submitted to the Customer after such determination.

(k) Credits required to be made against Revenue Requirements pursuant to the provisions of this Section 11 or as provided in the definition of Revenue Requirements in Section 1 of this Contract will be made in the then current Contract Year or the next succeeding Contract Year, as determined by the Authority.

(l) As soon as possible, after the end of each Contract Year, the Authority will submit to the Customer a detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11, and the Customer's share of each, and all other amounts, if any, payable by or credited to the Customer pursuant to this Contract for all of the months of such Contract Year, and adjustments of such aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, if any, for any prior Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer, based on such detailed statement. If, on the basis of the statement submitted as provided in this paragraph, the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer and other amounts payable for such Contract Year exceed the estimate thereof on the basis of which the Customer has been billed or are less than the estimate thereof on the basis of which such Customer has been billed or if the Customer's Entitlement is different than that which formed the basis of the Capacity Rate and the Energy Rate for such Contract Year, the amount of the deficiency or excess shall be added or credited, as the case may be, to the Customer's monthly statement during the current Contract Year in a manner deemed equitable by the Authority. If the Customer is not entitled to

receive any Hoover Capacity and Hoover Energy in the next Contract Year, the Authority shall pay to the Customer any credit due the Customer and the Customer shall pay to the Authority any amounts owing the Authority all as determined by such detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, or Customer's Entitlement.

SECTION 12. Scheduling Entity Agreement

(a) Pursuant to Section 6.11.5 of the Electric Service Contract, the Authority will designate one or more Scheduling Entities responsible for scheduling the Authority's Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

(b) The Authority will, by October 1, 2017, execute a Scheduling Entity Agreement (SEA) with one or more Scheduling Entities that will require each Scheduling Entity, as applicable, to adhere to Western's Metering and Scheduling Instructions, as set forth in Attachment 6 of the Electric Service Contract.

(c) The Authority will work with each Scheduling Entity to develop operating arrangements, scheduling, and accounting procedures, as may be necessary to implement each SEA or to supplement Western's Metering and Scheduling Instructions. Such procedures will be attached to each SEA as "Scheduling and Accounting Procedures." These Scheduling and Accounting Procedures may, from time-to-time, be revised by the Authority and the Scheduling Entity as necessary to implement the SEA.

(d) Authority staff will work in consultation with the Customers, to develop the Scheduling and Accounting Procedures concerning delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Customer under this Contract. The Authority will review, and update as appropriate, Authority billing procedures.

SECTION 13. Covenants of the Customer

(a) The Customer agrees to maintain rates, fees and charges for the sale or use of Hoover Capacity, Hoover Energy, and Hoover C Energy purchased hereunder, as allowed by the appropriate regulatory authority, if any, which, together with other available funds, shall provide to the Customer revenues sufficient to meet its obligations to the Authority under this Contract and the obligations of the Customer, if any, which are equal to or superior to its obligations under this Contract. Nothing herein shall be deemed to require the Customer to satisfy its obligations under this Contract from any source which would result in a violation of any statutory or constitutional provisions.

(b) Except as noted in Sections 7 and 8, the Customer shall not sell, transfer, exchange or otherwise dispose of any of the Hoover Capacity, Hoover Energy, and Hoover C Energy made available to the Customer hereunder other than for resale to its customers in the Customer's service area or its own use, unless such sale, transfer, exchange or other disposition is approved by the Authority. Such approval shall be in the sole discretion of the Authority and not unreasonably withheld.

(c) The Customer shall not sell or otherwise dispose of all or substantially all of its business or utilities operations from which it derives revenues to satisfy its obligations to the Authority under this Contract except on ninety (90) days prior written notice to the Authority and, in any event, shall not so sell or otherwise dispose of the same unless all of the following conditions are met: (i) the Customer shall assign this Contract and its rights and interest hereunder to the purchaser of its business or utilities operations and such purchaser shall assume all obligations of the Customer under this Contract; (ii) if and to the extent necessary to reflect such assignment and assumption, the Authority and such purchaser shall enter into an agreement supplemental to this Contract to clarify the terms on which Hoover Capacity and Hoover Energy is to be sold hereunder by the Authority to such purchaser; (iii) the Authority shall by resolution determine (which determination shall not be unreasonably withheld) that such sale or other disposition will not adversely affect the value of this Contract as security for the payment of Bonds and; (iv) the Authority receives an opinion of Bond Counsel that such sale or other disposition will not adversely affect the exemption of interest on Bonds from federal income taxation. For the purposes of this Section 13(c), sale or other disposition of substantially all of its business operations shall mean a sale or other disposition by the Customer that adversely affects Customer's ability to continue to make its payments under this Contract. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract and associated rights and interests therein pursuant to Section 13(c)(i) shall also require approval from Western.

(d) On and after the effective date of this Contract, the Customer shall not, without written consent of the Authority, lease all or substantially all of its business or utility operations from which it derives revenues to satisfy its obligations under this Contract. The Authority will give its written consent to such lease upon being furnished with an opinion of Bond Counsel to the effect that such lease will not adversely affect the exemption of Bonds from federal income taxation.

(e) The Customer will operate its utility system, its business, or the properties of its business operations from which it derives revenues to satisfy its obligations to the Authority under this Contract in accordance with normal accepted utility practice.

(f) If the Customer owns and operates its own power system, then the Customer shall construct, operate, and maintain its power system in a manner that meets or exceeds generally accepted industry standards.

SECTION 14. Facilities, Ownership, and Liability

If the Customer provides electric facilities and properties to the Authority or the Customer and the Authority operate or maintain joint electric facilities and properties, then the following installation and maintenance obligations apply:

(a) All lines, substations and other electrical facilities (except metering equipment installed by or for the Authority) located on the Customer's side of the Point of Delivery shall be furnished, installed and maintained or caused to be furnished, installed or maintained by the Customer or Host Utility unless otherwise provided by agreement between the parties or unless maintained by third parties.

(b) All meters and other facilities furnished by the Authority shall be and remain the property of the Authority and the right to remove, replace or repair such meters and other facilities is expressly reserved. The Customer shall exercise due care to protect such property on the Customer's premises and in the event of loss or damage to such property caused by Customer's negligence, the Customer shall be liable for any damage to said property; similarly, the Authority shall exercise due care to protect the Customer's property on the Authority's premises and in the event of loss or damage to the Customer's property caused by Authority's negligence, the Authority shall be liable for any damage to Customer's property.

SECTION 15. Uncontrollable Force

Neither the Authority nor the Customer shall be considered to be in default in respect to any obligation hereunder, other than the obligation of the Customer to pay for the Hoover Capacity, Hoover Energy and Hoover C Energy during any Billing Period as provided in Section 11(f), or make any payment required under Section 21, if prevented from fulfilling such obligations by reason of an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 16. Contingency Planning

If any of the "Capacity Loss below 1000MW" or "Force Majeure" events set forth in Section 10.1 of the Restated Agreement occur, the Authority will assess the overall severity of the event on the Customer and shall take the following actions:

- (a) promptly notify the Customer of such event and convene a meeting of affected Customers to discuss the Authority's response to such event; and
- (b) if requested by the Customer, make a good faith effort to mitigate any adverse impact of such event on the Customer.

SECTION 17. Assignment

(a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that, except for the assignment by the Authority authorized by clause (b) of this Section 17 and except for any assignment in connection with the sale, lease or other disposition of all or substantially all of the Customer's business or utilities operations as provided in Section 13(c) or 13(d) hereof, neither this Contract nor any interest herein shall be transferred or assigned by either party hereto

except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract or any interest therein under this Section 17(a) shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder, unless and until an assignment of the Customer's Allocation is implemented. Any assignment or transfer of this Contract must not violate Section 9.2 of the Electric Service Contract concerning resale of Hoover Capacity, Hoover Energy and Hoover C Energy.

(b) The Customer acknowledges and agrees that the Authority may assign and pledge to any trustee or similar fiduciary designated in the Bond Resolution all of, or any interest in, its right, title, and interest in and to all payments to be made to the Authority under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Authority may grant to such trustee any rights and remedies herein provided to the Authority and thereupon any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Customer herein contained, only to the extent required to protect such trustee's security interest.

SECTION 18. Records and Accounts

(a) The Authority agrees to maintain accurate records and supporting documentation relating to Hoover Capacity, Hoover Energy, Hoover C Energy, Revenue Requirements, Demand Related Revenue Requirements and Energy Related Revenue Requirements, separate and distinct from its other records and accounts. Such records and supporting documentation shall be retained for at least three years after the close of the Contract Year. Upon written request and reasonable notice, the Authority agrees to provide to the Customer's auditors or audit representative such records and supporting documentation for its review and inspection. Any exceptions noted in this review will be forwarded to the Authority for its review and response. The Authority agrees to respond within thirty (30) days of receipt and any agreed exception will be adjusted to the period such exception first occurred.

(b) The Customer agrees to maintain accurate records and supporting documentation relating to the conduct of its business or utility operations which provide the source of payment of the Customer's obligations under this Contract and upon written request and reasonable notice agrees to permit the Authority's auditors or audit representative to inspect such records or documentation. The Customer shall maintain such records and documentation for at least three years after the close of the Customer's fiscal year.

(c) In response to any public records law request for information related to the Customer's conduct of its business or utility operations that may be contained in records obtained by the Authority during any inspection under subsection (b), the Authority will actually notify the Customer within three (3) business days of receipt of such request, and will, if possible, give the Customer notice of the estimated date that the Authority will disclose any documents the Authority deems subject to disclosure.

(d) The Customer agrees to supply to the Authority upon request a copy, if any, of the annual audit of the Customer certified by a firm of certified public accountants.

SECTION 19. Information

The Authority and the Customer will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract. In addition, the Customer further agrees to furnish at its own expense such information and documents, including financial statements, legal opinions and engineering reports, as the Authority may reasonably request in connection with the offering and sale of Bonds by the Authority or as may be required by the federal securities laws, including in particular Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended. Any Legal Opinion delivered in substantially the form required by Section 30 of this Contract by the Authority or the Customer, as the case may be, shall be deemed in compliance with and satisfaction of this Section 19.

SECTION 20. Bonds

Any Bonds that the Authority sells and issues in accordance with the provisions of the Bond Resolution to acquire and construct projects contemplated by the Bond Resolution and any other projects, works or facilities associated with the sale and delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer, shall be secured by the pledge made pursuant to the provisions of Section 17(b) of this Contract of the payments required to be made by the Customer under this Contract, as such payments may be increased and extended by reason of the issuance of such Bonds. Any such Bonds issued in accordance with the provisions of this Section 20 and secured by the pledge of such payments may, unless otherwise determined by the Authority, rank equally as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of the Bond Resolution.

SECTION 21. New Customer and Recapture Customer Obligations

(a) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay to the Authority an amount related to Repayable Capital Investments, as provided in this Section 21. The Customer's payment obligation will be calculated as follows:

$$P = (0.5 \times RCI \times C) + (0.5 \times RCI \times E) \text{ where:}$$

P = Payment Obligation

RCI = The total amount of Repayable Capital Investments as of September 30, 2017.

C = Customer's percentage of all Contingent Capacity allocated under the 2011 Act.

E = Customer's percentage of Firm Energy allocated under the 2011 Act.

The Authority will divide the Customer's share by the number of years that Western determines to collect Repayable Capital Investments from the Authority, which period shall be no longer than five years commencing October 1, 2017. The Authority will divide the Customer's annual payment obligation by twelve, and will bill monthly in arrears over the collection period starting at the end of the first month of the collection period commencing October 1, 2017.

(b) The Authority will timely issue the New Customer or Recapture Customer a statement for collection of the amount due under Section 21(a) on the same schedule that the Authority renders the statement required under paragraph (g) of Section 11. The Customer shall pay the Authority monthly in the same manner and on the same schedule that the Customer is required to submit payments under paragraph (h) of Section 11. If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment, as provided in paragraph (b) of Section 11, the Authority shall charge the customer late payment charges in the same manner and at the same rate(s) as set forth in paragraph (i) of Section 11. Any dispute as to any portion of any statement issued under this Section 21(b) shall be handled consistent with the dispute resolution process set forth in paragraph (j) of Section 11.

(c) Consistent with Authority Resolution No. 15-18, within a reasonable time after close of the Contract Year on September 30, 2018, and the close of each Contract Year thereafter through September 30, 2022, the Authority will directly distribute any Net Repayable Advance to each Existing Non-Recapture Customer in an amount equal to one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017, to the Authority's total post-1987 energy allocation.

(d) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay a pro-rata share of the Transitional Items billed to the Authority by Reclamation pursuant to the Restated Agreement. Each New Customer and Recapture Customer's share of the Transitional Items billed to the Authority shall be calculated by multiplying the total amount that Reclamation bills the Authority for Transitional Items by the ratio of the New Customer or Recapture Customer's Hoover Capacity and Energy compared to all Hoover Capacity and Hoover Energy held by New Customers and Recapture Customers. Any Transitional Items amount that Reclamation returns to the Authority pursuant to Section 16 of the Restated Agreement will be distributed pro rata to Existing Non-Recapture Customers in an amount equal to one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017 to the Authority's total post-1987 energy allocation.

SECTION 22. Default by the Customer

The following shall constitute a default under this Contract:

(a) Failure of the Customer to pay the Authority any of the payments required under this Contract within ten (10) days following receipt of written notice from the Authority to the Customer of such failure.

(b) Failure of the Customer to perform any other obligation under this Contract for a period of sixty (60) days following receipt of written notice from the Authority to the Customer of such failure; provided, however, the Customer shall not be deemed in default under this subsection (b) if the Customer, after receipt of such notice, is proceeding with reasonable diligence to cure such failure.

SECTION 23. Remedies of the Authority

In the event of any default referred to in Section 22 of this Contract, the Authority shall have, in addition to any other rights or remedies it may have under law, the following rights and remedies:

(a) the Authority may bring any suit, action, or proceedings in law or in equity, including any special action for specific performance, as may be necessary and appropriate in the sole discretion of the Authority to enforce against the Customer any covenant, agreement or obligation for which provision is made in this Contract;

(b) the Authority may, at any time upon fifteen (15) days written notice to the Customer, cease and discontinue delivering or making available for delivery Hoover Capacity Hoover Energy, or Hoover C Energy to the Customer so long as such default shall continue; provided, however, that any such cessation and discontinuance shall not relieve the Customer of any obligation under this Contract, including the obligation to pay amounts due on and prior to the date of such cessation and discontinuance and provided further that if the Authority has not terminated this Contract pursuant to subsection (c) below and if the Customer pays all amounts due hereunder, including all late payments, or performs all other obligations to be performed under this Contract then the Authority shall reinstate delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer; and

(c) whether or not the Authority shall have ceased and discontinued delivering or making available for delivery Hoover Capacity, Hoover Energy, or Hoover C Energy pursuant to clause (b) above, if an event of default described in Section 22 shall continue for sixty (60) days, the Authority may at any time thereafter while such default shall be continuing, upon written notice to the Customer, terminate this Contract: provided, however, that any such termination shall not relieve the Customer of the obligation to pay any amounts required to be paid under this Contract with respect to any amounts due on and prior to such date of such termination or the date the delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy was discontinued pursuant to subsection (b) above if such date of discontinuance was earlier than the date of termination.

SECTION 24. Default by the Authority

In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Customer's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce any covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

SECTION 25. Abandonment of Remedy

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceeding shall, unless such parties agree otherwise, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Authority and the Customer shall continue as though no such proceeding had been taken.

SECTION 26. Waivers

Any waiver at any time by either the Authority or the Customer of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Contract, shall not constitute a waiver with respect to any subsequent default, right or matter.

SECTION 27. Recapture of Hoover Capacity and Hoover Energy

If for any reason all or a portion of Customer's Allocation has exceeded the Load of the Customer, for a period of three (3) consecutive Contract Years, the Authority may recapture, in accordance with this Section 27, the portion of Customer's Allocation that has so exceeded Load. The Authority shall give the Customer at least sixty (60) days' notice of a hearing relating to a determination to effect recapture pursuant to this Section 27. At such hearing, the Authority shall determine if the Customer's Allocation can be reasonably expected to exceed in whole or in part the Customer's Load in the future. The Authority will also consider the Customer's participation in any temporary resource management programs that may have affected or will affect the Customer's Load. At the hearing, the Customer shall be given the opportunity to show cause why Customer's Allocation should not be reduced. Any portion of Customer's Allocation, or all of Customer's Allocation, as the case may be, the Authority determines to be excess shall be recaptured by the Authority. Any such recapture shall be effective sixty (60) days following written notice to the Customer of the Authority's determination to recapture. Any such recapture of Hoover Capacity and Hoover Energy shall result in a reduction of the Customer's Allocation to the extent of the recapture. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any reduction in the Customer's Allocation of Hoover D-1 Capacity or Hoover D-1 Energy under this Section 27 shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract.

SECTION 28. Effects of Recapture or Reduced Allocation of Hoover Capacity or Hoover Energy

(a) In the event that the Customer's Allocation of Hoover Capacity or Hoover Energy is recaptured or forfeited in whole or in part or is reduced in part or reduced to zero pursuant to the provisions of this Contract, the rights and obligations of the Customer under this Contract, including, but not limited to, its right to receive Hoover Capacity and Hoover Energy and its obligation to pay for Hoover Capacity and Hoover Energy, shall be reduced in proportion to such recapture, forfeiture or reduction, as the case may be; provided, however, that the reduction in the obligation to pay shall not occur unless and until a reallocation of Customer's Allocation has been implemented.

(b) If Customer's Allocation of Hoover Capacity and Hoover Energy is recaptured in whole or reduced to zero, this Contract shall not terminate; provided, however, that in the event of such recapture or reduction to zero, if the Customer is not in default of this Contract and a reallocation of Customer's Allocation has been implemented, the Customer shall have the right, upon written notice to the Authority, to terminate this Contract, and upon such termination the Customer shall no longer have any rights or obligations under this Contract.

SECTION 29. Power Purchase Certificate

The Authority shall not be required to sell any Hoover A Capacity and Hoover A Energy to the Customer unless the Customer holds a power purchase certificate issued by the Authority pursuant to Article 3, Title 30 of the Arizona Revised Statutes. The Customer must maintain the certificate and comply with its requirements, including serving sufficient Load located within the area covered by the certificate to fully use all of Customer's Entitlement of Hoover A Capacity and Hoover A Energy, in order to continue purchasing Hoover A Capacity and Hoover A Energy from the Authority.

SECTION 30. Opinion as to Validity

Upon the execution of this Contract, the Customer shall furnish the Authority with an opinion by an attorney or firm of attorneys to the effect that (bracketed language indicates provisions which will vary among Customers):

(a) The Customer is a [municipal] corporation [or organization] [or political subdivision] duly created and validly existing pursuant to the Constitution and statutes of the State of Arizona [or a federally recognized Indian tribe located within the State of Arizona].

(b) The Customer has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The resolution authorizing or causing the execution and delivery of the Contract has been duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and such meeting was called pursuant to [necessary public notice/its by-laws].

(d) The governing body of the Customer duly approved this Contract and its execution and delivery on behalf of the Customer or otherwise provided for its approval and execution; this Contract has been duly authorized, executed and delivered by the Customer; and, assuming that the Authority has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and general principles of equity. No opinion need be rendered as to the availability of any particular remedy.

(e) The execution and delivery of this Contract by the Customer, the performance by the Customer of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Customer is a party or by which it or its property is bound.

(f) Other than the issuance of a power purchase certificate by the Authority or approval of transmission arrangements by the Authority, all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Customer in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Customer or the validity, legality or enforceability of this Contract.

SECTION 31. Relationship to and Compliance with Other Instruments

(a) It is recognized by the parties hereto that, in undertaking, or causing to be undertaken, the financing of any Bonds, the Authority must comply with the requirements of the Bond Resolution and the Electric Service Contract and it is therefore agreed that this Contract is made subject to their terms and provisions.

(b) This Contract is made upon the express condition and with the express covenant that all rights under this Contract shall be subject to and controlled by the Colorado River Compact approved by Section 13(a) of the Boulder Canyon Project Act.

SECTION 32. Notices

(a) Any notice, demand or request provided for in this Contract, or served, given or made in connection with this Contract, other than payments required by Section 11 or Section 21, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by United States mail or other qualified and recognized delivery service,

postage prepaid, or sent by electronic mail if the recipient confirms receipt, to the persons as set forth in Exhibit D. A party may at any time, by written notice, change the designation or the address of the person to whom notices are to be sent. Each party agrees to promptly notify the other party of a change in the information in Exhibit D.

(b) All notices or other writings will be deemed served on the (i) day that they are personally served, (ii) five days after the notice is deposited, postage prepaid, in the United States mail or with another qualified and recognized delivery service, or (iii) if served electronically, on the day that the recipient confirms receipt.

SECTION 33. Severability

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid or illegal by any court having jurisdiction, it is the intention of each of the parties hereto that such illegal or invalid provision or portion thereof shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless it is finally determined by a court of last resort that such provisions or portion thereof are not separable from all other provisions of this Contract, in which event, this Contract shall terminate.

SECTION 34. Energy Planning and Management Program

The Customer shall, or the Customer shall cause its Host Utility to develop or maintain and implement either an individual or joint Integrated Resource Plan, a Small Customer Plan or other acceptable plan in accordance with the provisions of the "Energy Planning and Management Program; Integrated Resource Planning Approval Criteria" published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto, as codified at 10 C.F.R. §§ 905.1-905.40. Any failure by the Customer to maintain such standards shall not be deemed a breach of this Contract; provided, however, that if Western determines that any plan or report prepared by the Customer that the Authority relies on to satisfy its obligations under the Criteria is deemed inadequate, the Customer agrees to take any corrective action necessary and pay any penalties imposed by Western for failing to take adequate corrective action.

SECTION 35. Customer Consultation Committee and Participation

(a) The Authority shall establish a Customer Consultation Committee, which shall be made up of Authority staff and representatives of any Customer wishing to participate. The purpose of the Customer Consultation Committee is to provide a mechanism to inform the Customer Consultation Committee members of issues under discussion among two or more of the Authority, Western, Reclamation and other entities contracting directly with Western, relating to the Electric Service Contract, the Restated Agreement or otherwise related to the Boulder Canyon Project.

(b) The Authority shall promptly make all materials relevant to such matters in the Authority's possession available to the Customer Consultation Committee.

(c) The Customer Consultation Committee shall meet to inform the Customer Consultation Committee members of the issues under discussion, solicit input from the Customer Consultation Committee members regarding the Authority's position on such issues, and to inform the Customer Consultation Committee members of the Authority's position on such issues.

(d) The Customer representatives on the Customer Consultation Committee, with input from the Authority, may select up to five (5) persons to attend, with the Authority, any meeting among the Authority and Western, Reclamation or other entities contracting directly with Western relating to the above-described issues. The Authority shall provide an opportunity for at least one of the five persons to represent Customers receiving Hoover D-1 Capacity and Hoover D-1 Energy. The Authority shall allow such attendance provided that nothing herein prevents the Authority from inviting and allowing more than five (5) Customer Representatives to any meeting among the Authority and Western, Reclamation, or other entities contracting directly with Western relating to the above-described issues. In the event the Customer members are unable to agree on the Customer attendees, the Authority shall select the Customer attendees.

SECTION 36. Table of Contents and Section Headings

The Table of Contents and section headings appear only as a matter of convenience and shall not be considered a part of this Contract.

SECTION 37. Amendment

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Contract; provided, however, that a party may waive any right or claim through a waiver signed solely by the waiving party.

SECTION 38. Applicable Law

(a) This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona subject to any limitation on the Customer's limited waiver of sovereign immunity as set forth in Section 44.

(b) Any reference in this Contract to any federal or state act, statute, or regulation shall be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of this Contract, unless specifically noted otherwise; provided, that nothing in this Contract limits the authority of the United States Congress or the Arizona State Legislature. In the event that a change in any act, statute, or regulation materially impairs any right, benefit or interest of the Customer, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation of the Customer hereunder, the parties shall promptly meet and discuss in good faith regarding possible changes to this Contract to mitigate the impact of such a change in any act, statute, or regulation. The rights and remedies under this Section 38(b) are cumulative and in addition to, not exclusive or in substitution for, any other rights or remedies available under law or equity.

SECTION 39. Recitals, Exhibits and Attachment

The recitals, exhibits, and attachment to this Contract are incorporated herein by this reference and made a part hereof for all purposes.

SECTION 40. Entire Contract

This Contract, together with the attached Exhibits A, B, C, and D and Attachment 1 constitute the entire understanding between the Parties with respect to the subject matter contained herein and supersede any prior understandings, negotiations, or agreements, whether written or oral, respecting the subject matter; provided however, that by mutual agreement, the Parties may revise Exhibits A, B, or D without the necessity of revising the entire Contract. The Parties agree that the Authority may, in its sole discretion, periodically revise the format of Exhibit C in consultation with the Customer without the necessity of revising the entire Agreement. The initial Attachment 1 is incorporated into this Contract until superseded by a subsequent attachment. In the event of changed conditions or circumstances, the Authority may change or modify Attachment 1. The Authority shall provide to the Customer written notice of, and opportunity to comment on any change or modification of Attachment 1 at least thirty (30) days prior to the effective date of such revised attachment. The Authority will, in good faith, consider any comments submitted. In the event of any conflict between either the Exhibits or Attachment 1 and this Contract, the Contract will control.

SECTION 41. Execution in Counterpart

This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument.

SECTION 42. Conflict of Interest

This Contract is subject to cancellation pursuant to A.R.S. section 38-511.

SECTION 43. Arbitration in Superior Court

As required by A.R.S. Section 12-1518, and subject to the limitation on Customer's remedies set forth in Section 24, the Authority and the Customer agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. Section 12-133.

SECTION 44. Dispute Resolution With Tribal Entities

If Customer is a Tribal Entity, as defined in this Contract, Customer agrees to a limited waiver of sovereign immunity solely as to arbitration of and litigation in federal district court for enforcement of the Contract by the Authority related to Customer's obligations under this Contract. Aside from this limited waiver, nothing in this Contract, or in any current or future attachments, exhibits, or amendments, is intended to be or shall be construed as a waiver of such Customer's sovereign immunity. The Parties understand and agree that neither this Contract nor any underlying law or procedure abrogates or waives Customer's sovereign immunity from suit in any state or federal court or confers jurisdiction on any such court.

SECTION 45. Equal Employment Practices

(a) The Customer, unless otherwise exempt by federal or state law, will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Customer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Customer agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Customer will in all solicitations or advertisements for employees placed by or on behalf of the Customer state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

(c) The Customer will send to each labor union or representative of workers with which it has an understanding a notice to be provided by the Authority advising the labor union or workers' representative of the Customer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Customer will furnish all information and reports required by the Authority and will permit access to its books, records, and accounts by the Authority and the Arizona Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) In the event of the Customer's noncompliance with this section or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the Customer may be declared ineligible for future government contracts until said Customer has been found to be in compliance with this section and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto, and such sanctions may be imposed and remedies invoked as provided in Part II of Executive Order 2009-9 and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto.

SECTION 46. Restated Agreement

To the extent applicable, the Customer authorizes the Authority to execute the Restated Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed, as of the day, month and year first above written.

ARIZONA POWER AUTHORITY

Joe A. Albo
Chairman

Attest:

Heather J. Cole
Executive Secretary

PAGE UTILITY ENTERPRISES

Bryan Hill, General Manager

Attest:

Secretary

Approved as to Form (if required by Customer):

EXHIBIT A

DELIVERY CONDITIONS

1. This Exhibit A, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit A; as approved by the Authority and the Customer; provided that this Exhibit A or any superseding Exhibit A shall be terminated upon expiration of this Contract

2. **POINT OF DELIVERY:** The Authority shall make Hoover Capacity and Energy available to the Customer at the Mead 230kV Bus.

**ARIZONA POWER AUTHORITY
HOOVER CAPACITY AND
HOOVER ENERGY ALLOCATION**

1. **Capacity Allocation:** Hoover Capacity portion of Customer's Allocation in Kilowatts (kW) at the Point of Delivery:

Hoover A Capacity (kW)	Hoover B Capacity (kW)	Hoover D Capacity (kW)	Total Capacity (kW)
	1,050		1,050

2. **Energy Allocation:** Hoover Energy in kilowatt hours (kWh) to be delivered or made available for delivery at the Point of Delivery:

Hoover A Energy (kWh)	Hoover B Energy (kWh)	Hoover D Energy (KWh)	Total Energy (kWh)
	1,113,821		1,113,821

ARIZONA POWER AUTHORITY
CAPACITY AND ENERGY SCHEDULE

The format of this Exhibit C is set forth as follows. The Authority will annually complete this Exhibit C with Customer's Entitlement, and will periodically revise Customer's Entitlement throughout the Contract Year.

1. **Capacity Entitlement:** Hoover Capacity portion of Customer's Entitlement in Kilowatts (kW) at the Point of Delivery shall be:

<u>Capacity Entitlement</u>			Total at Point of Delivery (kW)
Hoover A <u>Capacity</u> (kW)	Hoover B <u>Capacity</u> (kW)	Hoover D <u>Capacity</u> (kW)	

2. **Energy Entitlement:** Hoover Energy in kilowatt hours (kWh) to be delivered at the Point of Delivery for each month of the Contract Year shall be:

<u>Energy Entitlement</u>					Total at Point of Delivery (kWh)
<u>Winter</u> Season	Hoover A <u>Energy</u> (kWh)	Hoover B <u>Energy</u> (kWh)	Hoover C <u>Energy</u> (kWh)	Hoover D <u>Energy</u> (kWh)	
October					
November					
December					
January					
February					
Total Seasonal Entitlement:					

Energy Entitlement

<u>Summer</u> <u>Season</u>	Hoover A <u>Energy</u> (kWh)	Hoover B <u>Energy</u> (kWh)	Hoover C <u>Energy</u> (kWh)	Hoover D <u>Energy</u> (kWh)	Total at Point of Delivery (kWh)
March					
April					
May					
June					
July					
August					
September					
Total Seasonal Entitlement:					
 <u>TOTAL ANNUAL</u> <u>ENERGY</u> <u>ENTITLEMENT</u> (kWh):					

Exhibit D

Notices

This Exhibit D, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit D as approved by the Parties in accordance with Section 40 of this Contract, provided, however, that this Exhibit D or any superseding Exhibit D shall be terminated upon the expiration or earlier termination of the Contract.

For the purposes of this Contract, all notices and official communications from the Customer to the Authority will be addressed and sent to the Authority as follows:

**ARIZONA POWER AUTHORITY
c/o Executive Director
1810 West Adams Street
Phoenix, Arizona 85007
E-mail: Contractnotices@powerauthority.org**

For the purposes of this Contract, all notices and official communications from the Authority to the Customer will be addressed and sent to the Customer as follows:

**Mr. Bryan Hill
General Manager
Page Utility Enterprises
640 Haul Road/P.O. Box 1955
Page, Arizona 86040**

	Amounts At Generation							
	Schedule A Allocations		Schedule B Allocations		Schedule D2 Allocations		Schedule D1 Allocations	
	KW	KWh	KW	KWh	KW	KWh	KW	KWh
Aguila Irrigation District	2,449	7,874,115	3,878	4,113,711	-	-	-	-
Aha Macav Power Service	-	-	-	-	332	724,371	-	-
Ak-Chin Tribe	-	-	102	108,200	-	-	-	-
Avra Valley Irrigation and Drainage District	630	2,025,599	-	-	-	-	-	-
Avra Water Co-op, Inc.	-	-	-	-	100	218,184	-	-
Buckeye Water Conservation & Drainage District	2,979	9,578,190	-	-	-	-	-	-
Central Arizona Water Conservation District	-	-	161,600	171,422,311	-	-	-	-
Chandler Heights Citrus Irrigation District	930	2,990,170	-	-	-	-	-	-
City of Avondale	-	-	-	-	547	1,193,468	-	-
City of Buckeye	-	-	-	-	670	1,461,834	-	-
City of Chandler Municipal Utilities Department	-	-	-	-	-	-	676	1,475,854
City of Flagstaff	-	-	-	-	172	375,277	201	438,826
City of Glendale	-	-	-	-	-	-	426	930,050
City of Globe	-	-	-	-	113	246,548	115	251,070
City of Maricopa	-	-	-	-	164	357,822	-	-
City of Mesa	-	-	1,497	1,587,990	-	-	-	-
City of Peoria	-	-	-	-	-	-	691	1,508,602
City of Phoenix	-	-	-	-	-	-	3,000	6,549,646
City of Safford	-	-	2,101	2,228,702	-	-	-	-
City of Scottsdale	-	-	-	-	-	-	2,366	5,165,487
City of Sedona	-	-	-	-	111	242,184	-	-
City of Sierra Vista	-	-	-	-	204	445,096	-	-
City of Tempe Public Works Department	-	-	-	-	-	-	241	526,155
City of Tucson Water Department	-	-	-	-	-	-	1,248	2,724,653

	Schedule A Allocations		Schedule B Allocations		Schedule D2 Allocations		Schedule D1 Allocations	
	kW	KWh	kW	KWh	kW	KWh	kW	KWh
Mohave Valley Irrigation and Drainage District	390	1,253,942	-	-	-	-	-	-
Navopache Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	888	1,938,695
Northern Arizona Irrigation District Power Pool	-	-	-	-	-	-	246	537,071
Ocotillo Water Conservation District	2,115	6,800,225	-	-	-	-	-	-
Page Own System & Operating (Muni)	-	-	1,050	1,113,821	-	-	-	-
Queen Creek Irrigation District	1,770	5,690,969	-	-	-	-	-	-
Roosevelt Irrigation District	3,219	10,349,847	-	-	-	-	-	-
Roosevelt Water Conservation District	6,759	21,731,784	-	-	-	-	-	-
Salt River Project	38,782	124,693,307	-	-	-	-	-	-
San Tan Irrigation District	520	1,671,923	-	-	-	-	-	-
Silverbell Irrigation & Drainage District	710	2,282,818	-	-	-	-	-	-
Silvercreek Irrigation District	100	321,524	-	-	-	-	-	-
St. David Irrigation District	81	260,434	-	-	-	-	-	-
Sulfur Springs Valley Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	2,731	5,962,361
Tonopah Irrigation District	1,549	4,980,402	-	-	-	-	-	-
Town Of Fredonia	-	-	-	-	100	218,184	-	-
Town of Gilbert	-	-	-	-	1,000	2,181,842	-	-
Town of Oro Valley	-	-	-	-	203	442,914	-	-
Town of Payson	-	-	-	-	173	377,459	119	259,803
Town of Thatcher	-	-	1,060	1,124,429	-	-	-	-
Town of Wickenburg	-	-	2,313	2,453,588	-	-	-	-
Trico Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	3,000	6,549,646
Wellton-Mohawk Irrigation and Drainage District	2,910	9,356,339	-	-	-	-	-	-
TOTAL	190,869	613,689,000	189,860	201,400,000	11,510	25,113,000	17,584	38,389,659

Request for City Council Action

Title:	Dissolution of the City of Page Municipal Property Corporation		
Meeting Date:	August 31, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	Action:	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	None
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:		Approved By:	
Proposed Action:	Resolution Approving Dissolution		

BACKGROUND: The City of Page Municipal Property Corporation (“Corporation”) was formed as a non-profit corporation in 1984 via Resolution No. 264, as a mechanism for the City to issue debt, and was the mechanism for which the City issued its 1997 and 1999 bonds. However, since its inception in 1984, the premise and function behind municipal property corporations has been changed through State statute and municipal property corporations are no longer necessary for the issuance of debt.

In or around 2000, the Corporation’s annual list of officers was not filed with the Arizona Corporation Commission (“ACC”) and was therefore administratively dissolved by the ACC. This might have been due to an oversight, however, it appears that the Mayor and Council were aware of this issue and chose not to reinstate the Corporation in 2003. There was a period of six years in which to reinstate the administratively dissolved Corporation, however reinstatement was never pursued and is now not available as an option.

Even though the Corporation was administratively dissolved, it was statutorily obligated to wind up its business dealings and dispose of its liabilities and assets. In 2007 it appears that the only asset owned by the Corporation was the old airport terminal and a new board of directors was formed to allow the Corporation to sell off this remaining asset. The majority of corporate liabilities were resolved when the bond debt was restructured in 2011. In addition, under the terms and conditions of the original bonds, the Corporation maintained an obligation to Wells Fargo for the payment of maintenance fees for the accounts associated with the old bonds, which obligation was satisfied in 2015.

STAFF RECOMMENDATION:

- I move to introduce Resolution 1166-16 by title only
- I move to adopt Resolution 1166-16

RESOLUTION NO. 1166-16

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE DISSOLUTION OF THE CITY OF PAGE MUNICIPAL PROPERTY CORPORATION.

WHEREAS, the City of Page Municipal Property Corporation (hereinafter "Corporation"), an Arizona nonprofit corporation, was formed in 1984 upon the approval of the Mayor and Council; and

WHEREAS, the Corporation was formed as a mechanism for the City to issue debt; and

WHEREAS, municipal property corporations are no longer necessary for the issuance of debt; and

WHEREAS, in or around the year 2000, the Corporation was administratively dissolved by the Arizona Corporations Commission and has never been reinstated; and

WHEREAS, the Corporation has entirely disposed of its assets and liabilities.

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

Section 1. Approval of the Dissolution

That the Mayor and Common Council of the City of Page hereby approve the dissolution of the City of Page Municipal Property Corporation, the board of directors, and any officer or other official positions associated therewith.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 31st day of August, 2016, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

///

///

///

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REQUEST FOR COUNCIL ACTION

Title:	RFQ for On-Call Engineering Services		
Agenda Section:	<input type="checkbox"/> Consent	Meeting Date:	August 31, 2016
	<input type="checkbox"/> Public Hearings	Agenda Item:	
	<input type="checkbox"/> Unfinished Business	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
	<input checked="" type="checkbox"/> New Business		
	<input type="checkbox"/> Bid Awards		
	<input type="checkbox"/> Other _____		
Submitted by:	Crystal Dyches	Originating Department:	Administration
Financial Impact:	Unknown	Presented by:	Crystal Dyches, City Manager
Budget Line Item:		Supporting Documents:	Request for Qualifications Professional Service Agreement
Approved by:	<input type="checkbox"/> Department Manager	<input checked="" type="checkbox"/> City Attorney	
	<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> City Manager	

Recommended Action: Motion to approve solicitation of a Request for Qualifications for On-Call Engineering Services.

Background: As you are aware, I have been unable to fill the Director of Public Works position with a qualified applicant. In order to continue with the design and construction of current and future capital improvements and the review and analysis of significant pending new development, we require adequate engineering resources. The City has a number of projects that may be seriously impacted unless we fill this void.

Alternatives Considered: Contracting with Interim Public Management, LLC (IPM) of Arizona to provide a Director of Engineering.

REQUEST FOR QUALIFICATIONS (RFQ): ON-CALL ENGINEERING SERVICES

The City of Page is requesting qualifications from multi-disciplined engineering consulting firms for on-call engineering services for a two-year period with an option to renew for an additional two years. The on-call consultant provides additional staffing resources for projects the city does not have time or expertise to complete. The City of Page is receiving statements of qualifications from qualified consultants and firms to provide on-call engineering services relating to but not limited to:

- Plan review for preliminary plats, final plats, site plan review and transportation planning
- Storm water consultation
- Capital Projects Management
- Inspections
- General on-call consultation services

This agreement will not apply to water or wastewater services.

The City is seeking an agreement for a two-year period with an option to renew for an additional two-year term. The City makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation.

The City will select and negotiate with those consultants whose submittals are responsive to this RFQ and are in the best interest of the City. Any documents submitted in response to this RFQ must provide sufficient detail and information so as to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFQ. The City reserves the right to cancel this solicitation at any time. Preference will be given to firms with a one hundred fifty mile radius of Page, AZ.

RFQ PROCESS

All statements of qualifications must be received by the City Clerk by **4:00 p.m. on Thursday, October 6, 2016**. At that time, all responses duly received will be opened. When responses are opened, the names of the consultants and all responses to the RFQ shall be a matter of public record. All criteria for evaluation are set forth in the RFQ. The City reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received. No binding contract will exist between the submitter and the City until the City executes a written contract.

I. Submission

One (1) original and seven (7) copies for a total of eight (8) responses must be submitted. The envelope or package containing the responses must be plainly labeled:

RFQ – On-Call Engineering Services

City of Page

Attn: City Clerk

P.O. Box 1180

Page, AZ 86040

It is the sole responsibility of the consultant to see that submittals are received in a timely manner. The consultant shall bear any and all risks for any delays associated with their selected method of delivery or that are misdirected due to improper identification.

II. Proposal Deadline

The receipt deadline will be strictly enforced. Late submittals shall be date stamped, remain unopened and notice provided to the consultant that: "The submitted proposal was received after the delivery time designated for the receipt of responses and therefore considered nonresponsive."

All submittals shall be prepared and submitted in accordance with the provisions of this RFQ. However, the City reserves the right to waive any informalities, irregularities, or variances, whether technical or substantial in nature, or to reject any and all responses at its sole discretion. Any submittal may be modified or withdrawn prior to the indicated time for receipt of the responses or authorized postponement thereof.

III. Clarification and Addenda

Each consultant shall examine all RFQ documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made in writing through the City Manager.

The City shall not be responsible for oral interpretation given by any city employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the RFQ, the City will attempt to notify all prospective consultants who have secured the same. However, it shall be the responsibility of each consultant, prior to submitting their proposal, to contact the City of Page (928-645-8861) to determine if the addenda were issued and to make such addenda a part of the proposal. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

IV. Preparation Expenses

Each consultant preparing a response to the RFQ shall bear all expenses associated with its preparation and any subsequent and related expenses, and no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

V. Legal Name

Responses shall clearly indicate the legal name, address, and telephone number of the consultant and shall indicate whether the consultant is a corporation, general partnership, individual or other business entity. Statements of Qualifications shall be signed above the typed or printed name and the title of the signer. The signer shall have the authority to bind the consultant to the submitted competitive proposal.

VI. Openness of Procurement Process

Written responses, other discussions, correspondence, and all other pertinent records shall be handled as public records in compliance with State and Federal open records statutes and regulations.

VII. Errors and Omissions

Once a response is submitted, the City may consider requests by any consultant to correct errors or omissions, but shall retain sole discretionary authority to determine the outcome of such a request.

VIII. Retention and Disposal of Statements of Qualifications

The City reserves the right to retain all submitted statements for public record keeping purposes. No copies of any material will be returned to the consultant. The City reserves the right to cancel this solicitation at any time prior to the execution of a formal contract.

IX. Collusion

By offering a response to this RFQ the consultant certifies that they have not divulged to or discussed or compared its submittal with any competitors, and have not colluded with any other consultant or parties to this

process whatsoever. The consultant also certifies, and in the case of a joint venture each party thereto certifies as to its own organization, that in connection with their submittal:

1. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a Statement of Qualification for the purpose of restricting competition.
2. All persons interested in this project, principal, or principals being named therein and no other person have an interest in this project or in the Agreement to be entered into.
3. No person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understating for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees or established commercial agencies maintained by the consultant for the purpose of doing business.
4. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Executive Directors, Department Heads, and other staff. This policy is intended to create a level playing field for all potential firms; assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below

SCHEDULE

The schedule for submittal of statements of qualifications is as follows:

- Request for Qualifications issued and advertised: **September 7, 2016**
- Deadline to receive responses: **4:00 p.m., October 6, 2016**
- The *tentative* schedule for the evaluation of proposals, award, and any resulting contractual services is as follows:
- Evaluation of submittals: **October 10 - 18, 2016**
- The selected vendor will be notified and a contract will be negotiated and then submitted to the Page City Council: **October 26, 2016**
- The schedule for the evaluation, selection and award may be changed solely at the City's discretion.
- Interviews may be scheduled at the City's discretion.

INSTRUCTIONS FOR PREPARATION OF A STATEMENT OF QUALIFICATIONS

I. General

All consultants responding to this RFQ shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Information and data submitted by each consultant with the proposal shall be incorporated into the contract documents by reference.

II. Required Information

Consultant, and/or any sub-consultants, must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt time frame. In addition, to ensure consistency, responses should generally conform to the following format:

- Cover Letter
- Table of Contents
- Sections
 1. Introduction and Execution

2. Qualifications
3. Qualifications of Staff
4. Familiarity/History within the Region
5. References
6. Technical Approach

7. Sample Documents

Section 1 – Introduction and Executed Signature Page

This section must contain an overview of the consultant and any proposed sub-consultants. The introduction shall clearly indicate the legal name, address, telephone number, and local contact information (if available) of the consultant. The introduction will include a statement to the effect that:

- The submission of this Statement of Qualifications indicates acceptance by the firm of the stipulations contained in the Request for Qualifications and the terms and conditions of the Professional Services Agreement included therein.
- The statement must be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the consultant to the submitted response.

Section 2 – Qualifications

Provide a description and history of the firm. Provide recent experience demonstrating current capacity, familiarity and expertise in civil engineering practices as they relate to municipal or local government operations and planning. Specific experience with projects or contracts matching those described within the Scope of Services will be most valuable.

Section 3 – Qualifications of Staff

Provide an organizational chart and summary of staff qualifications. State the number and nature of the staff employed with the firm and the office in which the bulk of the work engagements will be performed. Provide resumes for the project staff likely to be utilized in performing the Scope of Services. The submittal shall include notice of any investigations or disciplinary action taken or pending by national or state regulatory bodies against the firm or individuals employed by the firm.

Section 4 – Familiarity/History within the Region

Provide a list of all relevant engagements the firm completed for local government entities within the last ten (10) years. Illustrate how previous experience may be of benefit in the execution of the present Scope of Services. Preference will be given to firms who are based within a 150-mile radius.

Section 5 – References

Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. At least three of the references should be from government entities for work performed that is similar to that specified in this RFQ. Provide the reference contact name, address, e-mail address, telephone numbers and a summary and date of the services provided.

Section 6 – Technical Approach

Provide a general description of the firm's approach to provide the Scope of Services. Include an explanation of the firm's quality control and quality assurance measures. Describe the firm's technological capabilities and the ability to comply with deadlines and timelines identified in the Scope of Services.

Section 7 – Sample Documents

The Consultant is encouraged to provide examples of plan review correspondence, construction drawings, inspection records, or other documents created and used for similar projects. In order to reduce the resources that may be needed to respond, consultants are encouraged to use a digital format (.pdf).

SCOPE OF SERVICES

I. Background

The City of Page, Arizona requires engineering consulting services to support the review/approval of design and construction of both public and private infrastructure. Additionally, the consultant must be available for general consultation with City administration, department heads and supervisors, responding to general inquiries of a civil engineering nature.

II. Engineering Scope of Services

The selected firm is expected to provide the following Scope of Services as directed by the City of Page or staff:

1. The routine and reoccurring review of development plans and specifications including sketch plans, preliminary plats, final plats and construction drawings for both developer and City constructed public and private infrastructure. The consultant will use and bill their time judiciously.
 - a. Submitted plats, construction plans and specifications will be reviewed by the consultant for conformity with adopted City ordinances, construction specifications, and departmental master plans and/or to state/federal (regulatory authorities) agency standards. In the absence of local directives consultant will utilize other local, regional or state standards, or generally accepted methods or practices of engineering, land surveying or construction.
 - b. Written comments must be developed and returned to appropriate city staff members *within ten (10) business days* of receipt.
 - c. The consultant will devise and implement a tracking methodology to accurately log receipt, response and status of each submittal and project.
 - d. The consultant will review subsequent plat and/or plan revisions or responses until such time as the consultant may provide written certification that the subject plans substantially conform to City standards for content and clarity.
 - e. The consultant's review of private infrastructure is generally limited to civil site design and upon request, evaluation of specific structural components.
 - f. Additional consultation, including site inspections, may be required during the construction process to assist the City with proposed field adjustments, plan modifications or the acceptance/approval of constructed facilities.
2. Upon request, provide engineering assistance to select staff and elected officials.
 - a. The consultant may be tasked to review storm sewer conveyance operations and to provide guidance on maintenance and small improvement projects.
 - b. The consultant may be tasked with assisting Department Heads or the City Manager with the development and/or planning of capital improvement projects.
 - c. The consultant may be tasked with attending meetings with industrial, commercial and residential developers and to provide guidance on potential developmental impacts on the City's infrastructure.
 - d. The consultant may be tasked with providing professional land surveying services of varying complexities such as determining right-of-way or property lines, preparing legal descriptions for easements or performing property boundary or topographic surveys.
 - e. The consultant may be tasked with providing GIS and mapping support services.

PROPOSAL EVALUATION AND SELECTION

I. Evaluation Criteria

All responses shall be evaluated with respect to the completeness of the information provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the technical evaluation of the consultant's proposal, in order of no importance:

1. Firm qualifications and experience with similar projects involving local government and/or other governmental agencies (25 Points)
2. Key staff, project understanding and approach (20 Points)
3. Ability to complete timely development reviews and to respond in an appropriate time frame to individual requests for services (15 Points)
4. Thoroughness of material submitted, including the proposed work plan and the quality, amount and type of service provided (15 Points)
5. Reports from references (15 Points)
6. Office location with preference given to firms within a 150-mile radius of Page, AZ (10 Points)

II. Selection Process

A Selection Panel will evaluate and score each submission according to the criteria set forth above, in order to determine a "shortlist" of three (3) to five (5) submitters for the interview phase of the selection process. Finalists may be invited to participate in detailed interviews. However, the City reserves the right to select a firm based on the evaluation of the submittals alone and not proceed to interviews.

At the conclusion of the selection process, each of the rated elements for each submitter will be evaluated to determine the best qualified firm for this request. If the City is unsuccessful in negotiating a contract with the best qualified firm, the City may then negotiate with the next most qualified firm until a contract is executed, or may decide to terminate the selection process. A sample contract is attached as Exhibit A.

The City will not request or consider fees, price, labor hours or any other cost information at any time during the selection process, including the selection of firms to be interviewed, the final list, or the order of preference. Consideration. Contract negotiations will include consideration of compensation.

III. Rejection of Responses

The City may reject responses if:

1. The consultant misstates or conceals any material fact in the proposal.
2. The rejection of all responses is deemed to be in the best interest of the City.

PROFESSIONAL SERVICES AGREEMENT

This CONTRACT ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and _____ (hereinafter "ENGINEER").

WHEREAS, the CITY is in need of certain engineering services; and

WHEREAS, the CITY has solicited Requests for Qualifications; and

WHEREAS, ENGINEER represents that it has the necessary expertise to provide such services, including plan review for preliminary plats, final plats, site plan review and transportation planning, storm water consultation, capital projects management, inspections, GIS mapping, land surveying, and other general on-call engineering consultation services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. Services. ENGINEER shall perform the Services described in the Scope of Work listed and identified in the CITY's Request for Qualifications (Exhibit A), and those additional items set forth in the ENGINEER's response (Exhibit B) and fee proposal (Exhibit C) in a competent and professional manner to the satisfaction of the CITY. The Request for Qualifications and the ENGINEER's response and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with this CONTRACT, this CONTRACT shall control. The CITY makes no guarantee of a specific volume of work or a total contracted amount arising from this CONTRACT and assignment of services to be rendered by ENGINEER shall be at CITY's discretion.

ENGINEER shall complete services as requested and authorized by the Public Works Manager, Community Development Manager or City Manager. ENGINEER warrants that it has the ability, authority, capacity and professional expertise to perform this CONTRACT. ENGINEER shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the services to be performed hereunder. ENGINEER shall assign specific individuals to key positions. Once assigned to work under this CONTRACT, key personnel shall not be removed or replaced without the CITY's prior written approval.

2. Term. The term of this CONTRACT shall be for two (2) years beginning on _____, 2016 and ending on _____, 2018 unless terminated sooner as set forth in this CONTRACT. The terms of this CONTRACT may at CITY's sole discretion be extended for an additional time period beyond the expiration date. Any modification, or extension of this CONTRACT termination date shall be in writing.

3. Independent Contractor. Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of ENGINEER's business; (b) the nature of the work contained within this CONTRACT is specialized, and CITY has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) ENGINEER is an

incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by ENGINEER has no relationship to the regular business conducted by CITY; (e) it is understood and agreed that ENGINEER is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall ENGINEER or any subcontractor, or any employee of ENGINEER or any subcontractor be deemed to be employed by CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

4. Subcontracts. ENGINEER shall not enter into any subcontract with respect to any of the services to be performed hereunder without the CITY's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and ENGINEER shall impose on the subcontractor substantially the same obligations as are imposed on the ENGINEER by this CONTRACT. ENGINEER shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

5. Time for Completion. ENGINEER's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of a project or projects, and in accordance with an agreed upon schedule for the performance of the services hereunder. Time limits established by a schedule approved by the CITY shall not, except for reasonable cause, be exceeded by the ENGINEER.

6. Payment. The ENGINEER shall bill the CITY monthly for the fee due the ENGINEER based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit C during the billing period. CITY shall pay invoices for satisfactorily completed work within thirty (30) days of the date of receipt. Prior to payment to the ENGINEER, the CITY shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the CITY from the ENGINEER, and shall apply to those monies to the appropriate accounts. ENGINEER shall provide to the CITY any information necessary to determine the total amount(s) due. Total compensation for services performed shall not exceed the annual approved CITY budget. No additional payments will be made for per diem or additional costs unless pre-approved by CITY.

7. Defects in Work. ENGINEER shall perform the work in accordance with the terms of this CONTRACT and to the best of ENGINEER's ability. ENGINEER agrees to exercise the skill and care, which would be exercised by comparable professional ENGINEERS performing similar services at the time and in the locality such services are performed. Furthermore, ENGINEER shall perform the work or services in accordance with generally accepted methods and standards. The CITY may reject any work product that fails to meet customary professional standards or project specifications. ENGINEER agrees to promptly remedy all such deficiencies at ENGINEER's own expense. The parties shall make a good faith effort to resolve any

controversy or claim through informal negotiation. No compensation shall be paid for any rejected work until such issues have been resolved.

8. Insurance. ENGINEER, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this CONTRACT is satisfactorily completed. ENGINEER acknowledges that the amounts of insurance coverage stated herein shall not limit its liability under this CONTRACT.

ENGINEER's insurance shall be primary insurance in regard to the CITY, and any insurance or self-insurance maintained by CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of ENGINEER's acts, errors, mistakes, omissions, work or services.

Prior to commencing work or services under this CONTRACT, ENGINEER shall furnish the CITY with certificates of insurance, or formal endorsements as required by this CONTRACT, issued by ENGINEER's insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect. Standard minimum deductibles are allowed. Any deductibles are the responsibility of ENGINEER.

If a policy does expire during the life of this CONTRACT, a renewal certificate must be sent to CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

Commercial General Liability

ENGINEER shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

Automobile Liability

ENGINEER shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the ENGINEER's owned, hired, and non-owned vehicles assigned to or used in performance of the ENGINEER's work. Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90

endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

ENGINEER shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the ENGINEER's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, this CONTRACT will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of this CONTRACT.

Professional Liability

ENGINEER shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by this ENGINEER, or any person employed by this CONTRACTOR, with a limit of not less than \$1,000,000 each claim. ENGINEER shall notify the CITY upon any termination of its regular professional liability coverage and shall obtain all coverage for a minimum of five (5) years from the CONTRACT termination date.

9. Indemnification. To the fullest extent permitted by law, ENGINEER shall indemnify, defend and hold harmless CITY, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees, expert witness fees, and/or litigation expenses, relating to, arising out of or resulting from ENGINEER's negligent acts, errors, mistakes or omissions in the performance of this CONTRACT, which may be brought or made against or incurred by CITY on account of (1) loss or damage to any property or interest of CITY, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of ENGINEER, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of ENGINEER or claims under similar such laws or obligations. This indemnification shall extend to any loss, damage, injury, or death outlined herein caused in whole or in part by any negligent act, error, mistake or omission in the performance of this CONTRACT (including those by any person for whose negligent acts, errors, mistakes or omissions ENGINEER may be liable) to the extent of ENGINEER's negligence or fault.

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

10. Assignment. ENGINEER shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY.

11. Authority to Contract. ENGINEER warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that CITY does not have authority to enter into this CONTRACT, CITY shall not be liable to ENGINEER or any third party by reason of such determination or by reason of this CONTRACT.

12. Cancellation for Conflict of Interest. This CONTRACT is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

13. Termination for Cause. If, through any cause, ENGINEER shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if ENGINEER shall violate any of the covenants, provisions, or stipulations of this CONTRACT, CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by ENGINEER shall, at the option of CITY, become its property and ENGINEER shall be paid an amount based on satisfactorily completed work prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by ENGINEER and CITY may withhold payments to ENGINEER for purpose of set-off until such time as the exact amount of damages due the CITY from ENGINEER are determined.

14. Termination for Convenience. CITY may terminate this CONTRACT at any time by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of CITY, become its property. If this CONTRACT is terminated by CITY as provided herein, ENGINEER shall be paid an amount based on the time and expense incurred by ENGINEER prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

15. Engineer's Responsibilities upon Termination. Upon receipt of a termination notice, ENGINEER shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to the CITY copies of all data, design, calculations, drawings, specifications, reports, estimates, summaries, legal descriptions and other information and materials developed or accumulated by ENGINEER in performing the CONTRACT.

16. Non-Appropriation. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to ENGINEER, other than to pay for services rendered prior to termination.

17. **Remedies.** Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

18. **Waiver.** Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

19. **Choice of Law/Venue.** Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

20. **Entire Agreement.** This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties.

21. **Construction.** This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.

22. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this CONTRACT will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted. The parties shall adhere to all applicable State and Federal Laws.

23. **Severability.** If any provision of this CONTRACT is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this CONTRACT is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

24. **A.R.S. § 41-4401.** The ENGINEER warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of

ENGINEER or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

25. Discrimination. The ENGINEER, with regard to the work performed by it after award and during its performance of this CONTRACT, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

26. Ownership of Documents. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this CONTRACT are instruments of service for this CONTRACT only and shall remain the property of the CITY whether the Project is completed or not and shall be delivered to the CITY upon completion or termination of the services.

27. No Third Party Beneficiaries. This CONTRACT is entered into for the sole benefit of the CITY and ENGINEER and no other parties are intended to be direct or incidental beneficiaries of this CONTRACT. Nothing in this CONTRACT shall be construed to create, impose, or give rise to any duty owed by ENGINEER or CITY to any party other than the CITY and ENGINEER.

28. Non-Exclusive Contract. This CONTRACT is for the sole convenience of the CITY. The CITY reserves the right to obtain like goods or services from another source when deemed necessary by CITY.

29. Notices. All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

CITY:

CITY of Page

697 Vista Avenue

P.O. Box 1180

Page, Arizona 86040

ENGINEER:

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day
of _____, 2016.

ENGINEER

CITY

By: _____

Mayor

Attested by:

Approved as to Form:

City Clerk

City Attorney

Request for City Council Action

Title:	Request authority to purchase one 2016 Chevy Tahoe 4WD with Police Equipment and Police Package.		
	August 31 ,2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Police Department	Supporting Documents:	Purchase agreement
Prepared By:	Chief of Police, F.Balkcom	Presented By:	Sgt. Sam Myers
Reviewed By:		Approved By:	
Proposed Action:	Request authority to purchase one 2016 Chevy Tahoe 4WD with Police Equipment and Police Package.		

BACKGROUND:

The Page Police has budgeted for the purchase of a Police car for this fiscal year. Request authority to purchase one 2016 Chevy Tahoe 4WD with Police Equipment and Police Package.

BUDGET IMPACT:

Submitted for your review is my request to have an additional amount of \$13,146.38 taken from the City Capitol Expense account to cover the additional expenses of the Police Vehicle. The price of the Vehicle is \$40,370.00. We have contacted the AEP vendor and compared our pricing from last year the large difference in pricing is the addition of a video recording device. The breakdown of the prices is listed and supporting documents are attached. The amount budgeted for the Police Vehicle for this fiscal year is \$55,000.00.

Purchase of the Vehicle itself is: \$40,370. Additional price for Vehicle set up: \$22,521.39 (with Watch Guard video system). The total amount for the vehicle, equipment set up, and tax is \$68,146.38. Price of vehicle without Watch Guard video system is \$61,020.02 (estimate due to tax).

ALTERNATIVES CONSIDERED:

The total amount for the vehicle, equipment set up, and tax is \$68,146.38. Price of vehicle without Watch Guard video system is \$61,020.02 (estimate due to tax).

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to authorize the authority to research the purchase one 2016 Chevy Tahoe 4WD with Police Equipment and Police Package.



Quotation

Date Jul 27, 2016	Page 1
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chev Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
--	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
--------------	---------------	----------------	----------------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
		POC: Sgt. Sam Myers 928-645-4119 Email: smyers@cityofpage.org POC: Chief Frank Balkcom 928-645-4357 <Page PD - 2016 Chevy Tahoe Patrol Unit > ** Front of Tahoe **		
1.00	BUMP00502 / BK2044TAH15	PB450L4 ALUM NFORCE PUSH BUMPER FOR 2015 TAHOE MSRP \$839.00 / Less 15% = \$713.15	713.1500	713.15
1.00	SPEA00175 / ETSS100L	100L Series Pro. Speaker w/Universal Bail Bracket-100 Watt MSRP \$290.00 / Less 40% = \$174.00	174.0000	174.00
1.00	FLAS00108 / ETHTAH0-07+	Triggers both headlight and taillight flashers on 2007 Tahoe PL 2013-01-01 MSRP \$106.00 / Less 40% = \$63.60	63.6000	63.60

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 2
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chevy Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
---	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
--------------	---------------	----------------	----------------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	PATC00162 / 01-0215	FULL PATROL POWER FOR 15 TAHOE MSRP \$775.00 / Less 25% = \$581.25 ** Top and Side of Tahoe **	581.2500	581.25
1.00	LBAR02678 / ENFLB	nForce Lightbar MSRP \$3,988.65 / Less 40% = \$2,399.19	2,399.1900	2,399.19
1.00	ANTE00056 / NMOCAPB	LARSEN BLACK PLASTIC RAIN CAP FOR NMO MOUNT	4.0000	4.00
1.00	ANTE00364 / NMOKHFUDFME**	Twenty-Five (25) Foot Radio Coax Cable Kit with FME ** Tahoe Interior / Center Control Console **	20.0000	20.00
1.00	CONS01350 / CC-F-TMC-715	22" SLOPED CONSOLE 7" FRONT 15" BACK FOR 15 TAHOE MSRP \$515.00 / Less 25% = \$386.25	386.2500	386.25
1.00	SIRE00405 / ETSA481CSR	400 SERIES 100W CONSOLE KNOB SIREN MSRP \$634.00 / Less 40% = \$380.40	380.4000	380.40

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 3
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chevy Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
---	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
--------------	---------------	----------------	----------------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	FACE00682 / FP-ETSA481	4" FACE PLATE FOR SOUND OFF 481 SIREN CONTROLLER	0.0000	0.00
1.00	CONS00720 / AC-INBHG	Internal Beverage Holder w/Rubber Pieces Priced with MSRP \$50.00 / Less 25% = \$37.50	37.5000	37.50
1.00	FACE00443 / FP-SGTRAY	Sunglass Holder 4" PL 2012-01-01 MSRP \$40.00 / Less 25% = \$30.00	30.0000	30.00
1.00	FACE00376 / FP-AP12-3	2" plate w/ 3 DC outlet holes.	0.0000	0.00
2.00	FACE00472 / L3-AP1SET	DC outlet plug with black captured cap. PL 2012-01-01 MSRP \$10.00 / Less 25% = \$7.50	7.5000	15.00
1.00	BATT00456 / USBR12V	ROUND FLUSH MOUNT 2 PORT USB 1.14" (2.1A/1A) MSRP \$20 / Less 10% = \$18.00	18.0000	18.00
1.00	FACE00401 / FP-CDM1250	Three (3) Inch Face Plate For a Motorola CDM 1250 or 1550 Radio.	0.0000	0.00

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 4
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chevy Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
--	------------------	---------------------------------	---------------------------	-----------------------------------	-----------------	-----------------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
---------------------	----------------------	-----------------------	-----------------------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	FACE00388 / FP-BLNK2	Two (2) Inch Blank Face Plate.	0.0000	0.00
1.00	FACE00390 / FP-BLNK3	Three (3) inch blank face plate.	0.0000	0.00
1.00	FACE00386 / FP-BLNK1	One (1) Inch Blank Faceplate	0.0000	0.00
2.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	29.9900	59.98
		Open Market		
1.00	CONS01149 / AC-SIDEARM-6-LF	6" long pad on low-profile side mount PL 2012-01-01 MSRP \$90.00 / Less 25% = \$67.50	67.5000	67.50
1.00	INST00054 / UPKM-3	Park Siren Deactivation for 2005 to current. MSRP \$57.75/ Less 40% = \$34.65	34.6500	34.65
1.00	INST05466 / SS0001	SAFESTOP MODULE PLUG & PLAY LATE MODEL CHEVY SEE PRICELIST F MSRP \$189.00 Less 20% = \$151.20	151.2000	151.20
1.00	FLGH00057 / 25102	STREAMLIGHT SL-20XP/LED W/DC CHARGER BLACK	140.8900	140.89

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 5
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Page PD - 2016 Chevy Tahoe Patrc		PAG10601	TIM	Jul 27, 2016		NET30

Year	Make	Model	Color	State Contract #
2016	Chevy	Tahoe	Black/White	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	GUNM00462 / WEI-004	MSRP \$156.54 / Less 10% = \$140.89 Dual rail weapons rack w/dual SC-5 handcuff keyed locks	371.0000	371.00
1.00	SPEE00063 / G2S-KADB	MSRP \$530.00 / Less 30% = \$371.00 ** Radar & Video Systems ** Genesis II Select Dual Band with Display Stand, Mounting Bra	2,250.0000	2,250.00
1.00	SPEE00553 / S758-51-0	G2 Computer Mounting Bracket	25.0000	25.00
1.00	SPEE00556 / G2_PATROL_1	G2 Patrol Software KIT Kit Includes XG2-01, XG2-02, XG2-03, XG2-04, XG2-01	0.0000	0.00
1.00	COMP00597 / 98-BA-71083	Cable-Serial-DB9 Female (90 degree) to Male (Straight) 25 ft	10.0000	10.00
1.00	VIDE00513 / 4RE-STD-GPS-RV	RE, HD DVR W/GPS, W/200GB HDD, Gen2	4,795.0000	4,795.00
1.00	MISC90000 / MISC	CAM-4RE-PAN-NHD / Front Camera 4RE HD Panoramic	200.0000	200.00
1.00	VIDE00452 / CAB-RIA-103-MPH	RADAR INTERFACE CABLE, MPH BEE III, GENESIS II, 9 PIN D-SUB,	75.0000	75.00

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 6
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Page PD - 2016 Chevy Tahoe Patrc		PAG10601	TIM	Jul 27, 2016		NET30

Year	Make	Model	Color	State Contract #
2016	Chevy	Tahoe	Black/White	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	COMP01260 / DS-PAN-702-2	<p>** Computer Mount- Dock-Modem-Antenna **</p> <p>Dock for Panasonic Toughpad FZ-G1 w/power sup, dual gain ant</p> <p>MSRP \$928.64 / Less 25% = \$696.48</p>	696.4800	696.48
1.00	COMP00157 / C-HDM-204	<p>Havis Pole only, Telescoping Device Mounting Base, Heavy Dut</p> <p>PB 2012-09-01</p> <p>MSRP \$177.45 / Less 25% = \$177.45</p>	177.4500	177.45
1.00	COMP01419 / C-MD-302	<p>HD Computer Monitor / Keyboard Mount & Motion Device</p> <p>MSRP \$447.24 / Less 25% = \$335.43</p>	335.4300	335.43
1.00	COMP00161 / C-KBM-102	<p>HAVIS QUICK RELEASE SLIDE FOR KEYBORD MOUNT PLATE</p> <p>PB 2012-09-01</p> <p>MSRP \$72.45 / Less 25% = \$54.34</p>	54.3400	54.34
1.00	COMP01528 / PRO-KB-102	<p>iKey Soft Touch Backlit Mountable Keyboard with Touchpad</p>	354.1700	354.17

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 7
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Page PD - 2016 Chevy Tahoe Patrc		PAG10601	TIM	Jul 27, 2016		NET30

Year	Make	Model	Color	State Contract #
2016	Chevy	Tahoe	Black/White	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	COMP01489 / GX450-LTE-VZ-WI	MSRP \$472.22 / Less 25% = \$354.17 SIERRA WIRELESS GX450 LTE MODEM W/ WIFI & DC 3-SMA-F/1SMA-F-	750.0000	750.00
1.00	ANTE00875 / AP-GX450-Q-BL	CELL/LTE(SMA)/WIFI(RP-SMA)/GPS(SMA) BLACK ANTENNA W/ 15' COA	179.1000	179.10
1.00	PRIS01617 / TP-E-SL6-FS-SS	** Prisoner Area ** PRISONER PARTITION	618.7500	618.75
1.00	PRIS01608 / KP-TH15BF-SS	MSRP \$825.00 / Less 25% = \$618.75 LOWER EXT. PANEL FOR 15-* TAHOE	108.7500	108.75
1.00	PRIS01521 / PS-TH15-OS-R	MSRP \$145.00 / Less 25% = \$108.75 REAR PART. W/ SEAT & OS SEAT BELTS	1,293.7500	1,293.75
1.00	DOME00023 / ECVDMLTST4	MSRP \$1,725.00 / Less 25% = \$1,293.75 Universal LED Interior Dome Light, (24) Bright White LED's, MSRP \$34.38 / Less 40% = \$20.63	17.1900	17.19

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 8
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Page PD - 2016 Chevy Tahoe Patrc		PAG10601	TIM	Jul 27, 2016		NET30

Year	Make	Model	Color	State Contract #
2016	Chevy	Tahoe	Black/White	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	PRIS01611 / DP-TH15-DS-PS	PRISONER DOOR PANELS FOR 15-* TAHOE MSRP \$270.00 / Less 25% = \$202.50	202.5000	202.50
1.00	PRIS01616 / WG-TH15-DS-PS	STEEL WINDOW GUARDS FOR 15-* TAHOE MSRP \$265.00 / Less 25% = \$198.75 ** Rear of Tahoe **	198.7500	198.75
1.00	LBAR02769 / ENFTCDGS1206-I	nForce Traffic Controller, 6-Module, Red / Blue MSRP \$720.00 / Less 40% = \$432.00	432.0000	432.00
1.00	VACC00702 / EL3SNBRK2LPV	Sound Off, Dual Vertical License Plate Bracket PL 2013-01-01 MSRP \$20.00 / Less 40% = \$12.00	12.0000	12.00
1.00	LEDS00344 / EL3SNB	SOUND OFF 3 3 LED MINI SURFACE MNT LGT BLUE Uses AA-SOUNDOFF PL 2013-01-01 MSRP \$97.00 / Less 40% = \$58.20	58.2000	58.20

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit



Quotation

Date Jul 27, 2016	Page 9
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chevy Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
---	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
--------------	---------------	----------------	----------------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
1.00	LEDS00347 / EL3SNR	Sound Off 3 Up Ultra Mini LED RED..Uses AA-Soundoff-Mini-Brk PL 2013-01-01 MSRP \$97.00 / Less 40% = \$58.20	58.2000	58.20
1.00	LEDS02690 / 48010	A-Series light, Black-High Strength-RED MSRP \$99.00 Less 20% = \$79.20	79.2000	79.20
1.00	LEDS02691 / 48011	A-Series Light, Black-High Strength-BLUE MSRP \$99.00 Less 20% = \$79.20	79.2000	79.20
1.00	FLAS00004 / 11.1005SF	Able 2 LED flasher with programmable flash patterns Open market	22.0000	22.00
1.00	STOR00606 / 225-2339-44T	Single draw storage box for rear of SUV 44"Lx24"Dx15"H-2" li MSRP \$1,715.00 / Less 25% = \$1,286.25	1,286.2500	1,286.25
1.00	VACC00235 / PWRB1000	1000 Watt modified Sine Wav Power Inverter, 12 Volt Compact Model	100.0000	100.00

Quotation continued on next page ...

Page PD - 2016 Chevy Tahoe Patrol Unit		
--	--	--



Quotation

Date Jul 27, 2016	Page 10
Order Number QTE0016318	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Page Police Department
808 Coppermine Rd
Page, AZ 86040

Ship To:

Page Police Department
808 Coppermine Rd
Page, AZ, 86040

Reference Page PD - 2016 Chevy Tahoe Patrc	PO Number	Customer No. PAG10601	Salesperson TIM	Order Date Jul 27, 2016	Ship Via	Terms NET30
---	-----------	--------------------------	--------------------	----------------------------	----------	----------------

Year 2016	Make Chevy	Model Tahoe	Color Black/White	State Contract # NA
--------------	---------------	----------------	----------------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Extended Price
59.50	LABO90060 / LABOR	Open Market ** Installation / Shop Supply / Shipping ** AEP EVT Certified Installation Shop Supplies Shipping	70.0000	4,165.00 150.00 725.00

Thank you for the opportunity to earn your business	Parts Labor / Services Shipping / Misc. Order Discount Subtotal Total sales tax	20,116.27
Terms & Conditions: <ul style="list-style-type: none"> • Estimates valid for 60 days • Our installations are backed by a 5-year quality warranty • Orders will be invoiced upon notification of completion • Returns subject to 25% restocking fee. No returns on special order items. SIGNATURE (not required if PO/contract is issued) _____		4,165.00
		875.00
		0.00
		25,156.27
		1,742.90
Page PD - 2016 Chevy Tahoe Patrol Unit	Total order	26,899.17

Page Police Department
 FY17 2016 Chevy Tahoe Patrol Unit
 Front of Vehicle

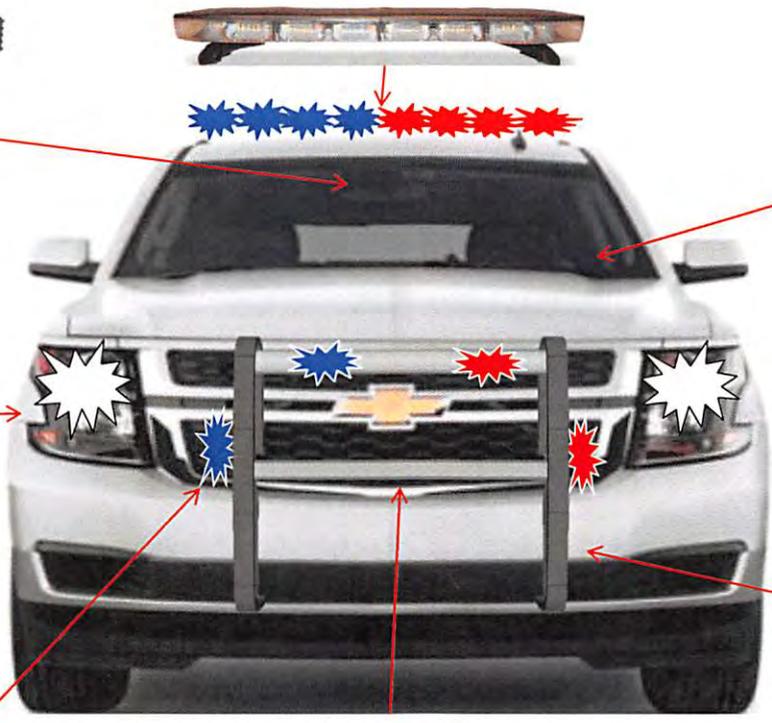


Soundoff Signal nForce LED Exterior Light Bar
 Red-White / Blue/White Front – Red Amber/Blue Amber Rear
 ENFLB



Watch Guard 4RE Video System w/ HD Camera
 GPS & Radar Interface
 4RE-STD-GPS-RV
 CAM-4RE-PAN-NHD

Decatur Genesis II Dual Band Radar w/ Front & Rear Antennas
 G2S-KADB



Soundoff Signal Head light flasher
 ETHTAH0-07+



Setina Aluminum Push Bumper with built in Red / Blue LEDs from Soundoff Signal
 BK2044TAH15

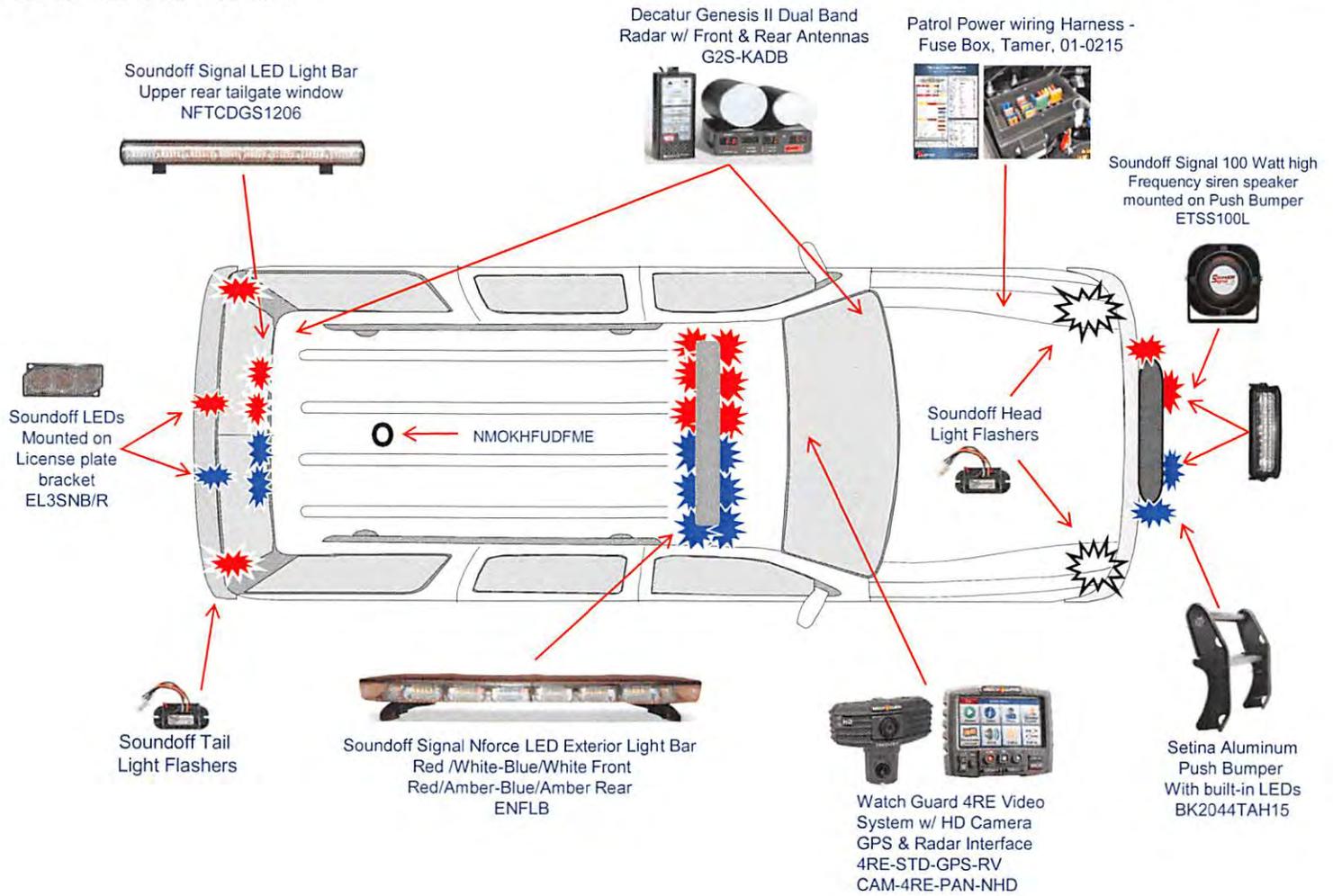


Soundoff Signal nForce Red / Blue LEDs built into Setina Push Bumper

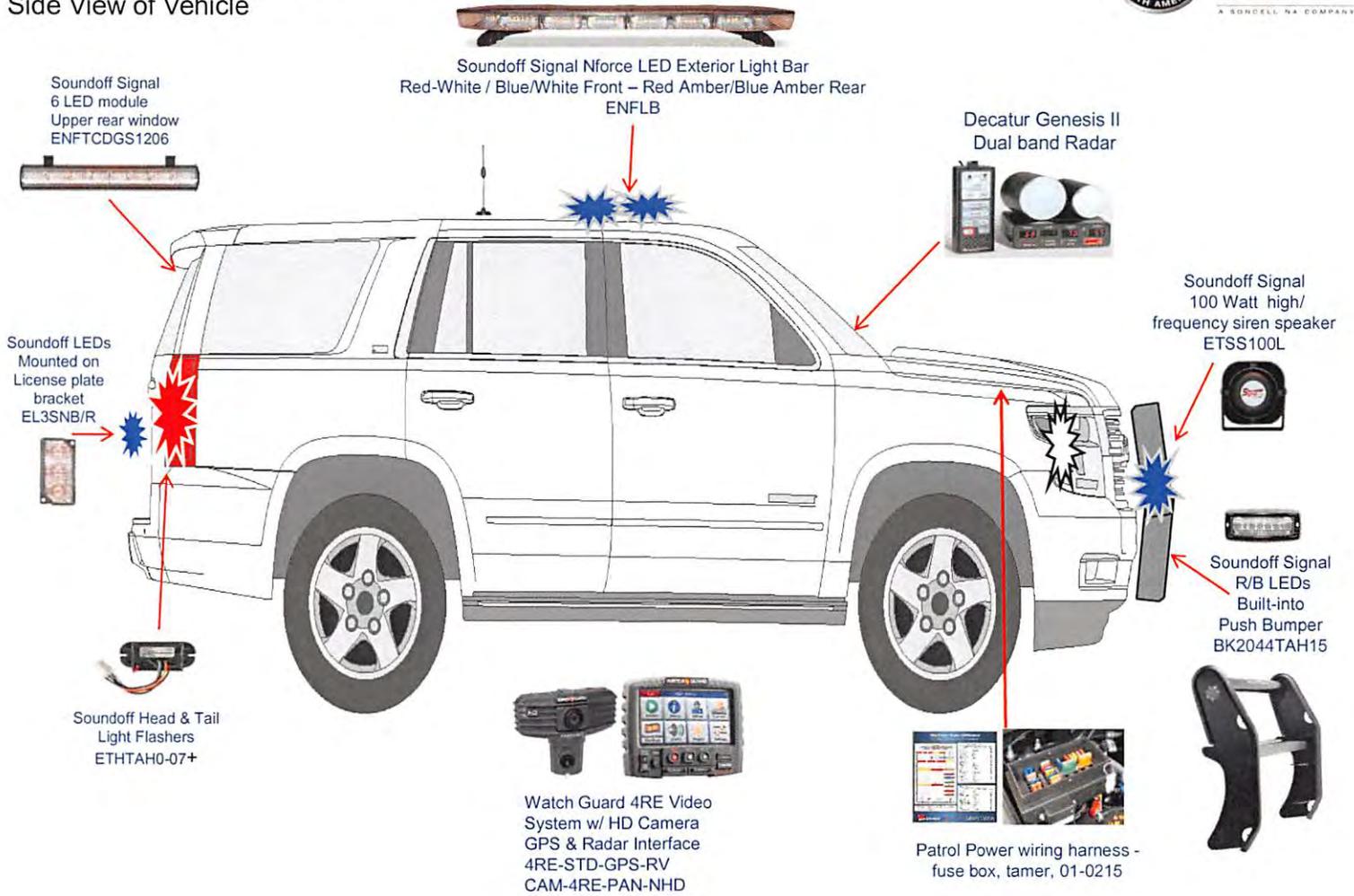


Soundoff Signal 100 Watt High Frequency - Siren Speaker Mounted on Push Bumper
 ETSS100L

Page Police Department
 FY17 2016 Chevy Tahoe Patrol Unit
 Aerial View of Vehicle



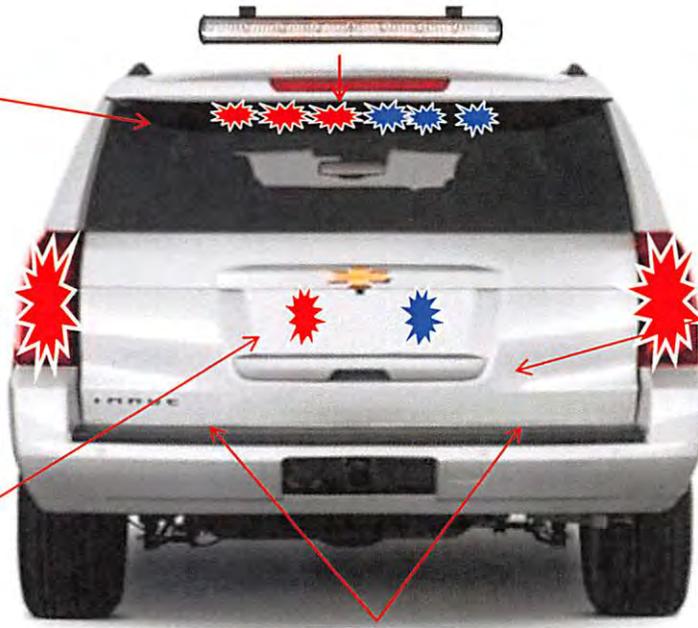
Page Police Department
 FY17 2016 Chevy Tahoe Patrol Unit
 Side View of Vehicle



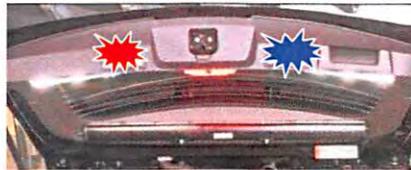
Page Police Department
 FY17 2016 Chevy Tahoe Patrol Unit
 Rear of Vehicle



Soundoff Signal LED Traffic
 advisor Red / Blue / Amber
 mounted in upper rear window
 ENFTCDGS1206



Rigid A series R/B LED lights
 recessed in bottom tailgate door
 48010 / 48011



B&B Enterprises Metal
 Weapon / Cargo Storage Box
 Note – PPD will receive
 single drawer model
 Same length –height-depth

- Store (2) shot guns / hand guns / tactical gear / Ammo
- 1000 Watt Inverter installed in back of cargo box
- Fire Extinguisher and Stop Stick installed on top of cargo box

Page Police Department
FY17 2016 Chevy Tahoe Patrol Unit
Prisoner Area



**Setina & Troy Products Prisoner
Transport Solution**

Troy Window Bars
WG-TH15-DS-PS



Dome Light
in prisoner area
Activated via
Button on Siren
Controller
ECVDMLTST4

Troy Door Panels
DP-TH15-DS-PS

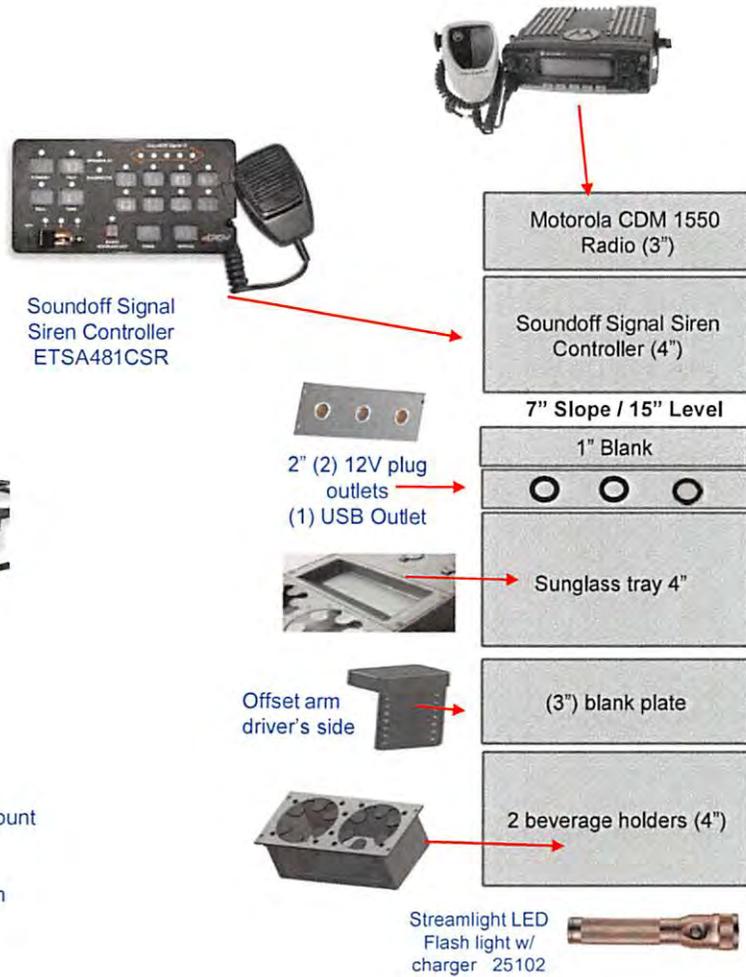
Harden Plastic Seat w/ Rear Cargo
Screen – Officer Friendly Center Pull
Seat Belt System
PS-TH15-OS-R

Troy Recessed Front Partition
Sliding screened window
TP-E-SL6-FS-SS
KP-TH15BF-SS

Page Police Department
 FY17 2016 Chevy Tahoe Patrol Unit
 Center Control Console



Troy Products center
 Control Console
 7" Slope / 15" Level
 with
 Havis Side Mounting
 Solution for Panasonic
 G1 Tablet-Keyboard



DS-PAN-702-2 computer docking station for Panasonic FZ-G1 tablet



Havis G1 tablet & Key Board Mounting System

Safe Stop Anti-Theft System
 Rocker switch mounted on Tahoe lower dash SS0001



Weiser Dual AR & Shotgun mount w/ universal hand cuff lock mechanism – mounted on forward facing prisoner partition WEI-004



Page Police Department
FY17 2016 Chevy Tahoe Patrol Unit



Arizona Emergency Products will install the following items not visible on Page Police Dept. design drawings:

- Magnet mounts – MMBP-25
- Sierra Wireless Modem - GX450-LTE-VZ-WD
- Antenna Plus WiFi Antenna – APGX450-Q-BL
- Serial cable Decatur Radar -98-BA-71083
- Radar interface cable – CAB-RIA-103-MPH
- Federal Signal “park kill” siren deactivation
- Troy Products console blank plates
- (1) NMOKHFUDFME – 25’ radio coax cable

Please call or email any questions / ideas
Tim Redivo 480-745-4262
timredivo@soncellna.com

Thank you!



Request for City Council Action

Title:	Spillman Technologies, Inc. Annual Maintenance Contract		
	August 31, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Police Department	Supporting Documents:	Yearly maintenance Fee
Prepared By:	Chief of Police, F.Balkcom	Presented By:	Admin Asst Sandi Klain
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to authorize the City Manager to execute the Annual Maintenance Agreement and pay Spillman Technologies, Inc., as stated therein the annual maintenance fee in the amount of \$30,355.		

BACKGROUND:

The Police Department has an annual maintenance contract with Spillman Technologies, Inc. Spillman Technologies approves the Records Management System (RMS) and Computer Automated Dispatch (CAD). The contract includes contract updates and enhancements and online training. The maintenance fees cover technical support, and dedicated account representatives that will assist with unresolved issues.

BUDGET IMPACT:

The cost of the annual maintenance contract is \$30,355. The FY 17 budget includes funding for the annual maintenance agreement in line item 10.421.2900.

SUGGESTED MOTION:

I move to authorize the City Manager to execute the Annual Maintenance Agreement and pay Spillman Technologies, Inc., as stated therein the annual maintenance fee in the amount of \$30,355.

Invoice



4625 Lake Park Blvd.
Salt Lake City, Utah 84120
801.902.1200

Page 1/1
Invoice 33324
Date 8/3/2016

Bill To: Page Police Department
Sandi Klain
PO Box 3005
Page AZ 86040-3005

Ship To: Page Police Department
Sandi Klain
PO Box 3005
Page AZ 86040-3005

Project #	Customer ID	Salesperson ID	PO Number	Payment Terms	Req Ship Date	Master No.	
Maintenance	AZPAGPD			Net 30	8/3/2016	29,030	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	MAINTENANCE	Annual Maintenance 09/01/16 - 08/31/17	\$0.00	\$28,476.00	\$28,476.00

Subtotal \$28,476.00
Misc \$0.00
Tax \$1,879.00

A service charge of 1 ½% per month will be charged on all past due amounts. Any issues disputing the timing or amount of any items on this invoice must be brought to the attention of Spillman Technologies within 20 days of the date of this invoice to avoid related service charge.

Total \$30,355.00

Request for City Council Action

Title:	Golf Course Equipment Leases		
Meeting Date:	August 24, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Finance Department	Supporting Documents:	Equipment Quotes
Prepared By:	Linda Watson	Presented By:	Crystal Prentice
Reviewed By:	Crystal Prentice	Approved By:	Crystal Prentice
Proposed Action:	To approve leasing a John Deere Rough Mower for the Lake Powell National Golf Course		

BACKGROUND: As you may recall, effective June 10, 2015, the City of Page amended the Professional Services Agreement for Management and Operations of the Lake Powell National Golf Course with ARAMARK Sports and Entertainment Services, LLC.

Paragraph 1(c) of the Agreement was amended to read as follows: "ARAMARK shall be solely responsible for all regular maintenance of the golf course. ARAMARK shall negotiate, purchase, and pay all fuel, oil, supplies, equipment, replacement parts, labor, professional services, and insurance (as outlined in Appendix "A"), and other items as may be reasonably necessary to operate Lake Powell National Golf Course. **The City agrees to be responsible for the reimbursement or replacement of grounds keeping equipment only, as approved by the City Council through the City's annual fiscal budgetary process, with the City's fiscal year beginning on July 1st of each year.**"

The staff at Lake Powell National Golf Course have expressed the need to replace a mower and are requesting to enter into a lease agreement with John Deere for a 9009A Terrain Cut Rough Mower. The total cost of the rough mower is \$62,446.40. There is approximately \$15,000 budgeted in the FY 2016 budget (40.480.9830) to accommodate this lease for this year.

BUDGET IMPACT:

36 Month Lease.... 12 month annual cost would be \$21,823.80
 48 Month Lease.....12 month annual cost would be \$16,617.72
 60 Month Lease.....12 month annual cost would be \$13,496.04

ATTACHMENTS:

John Deere Quote Summary for 9009A Terrain Cut Rough Mower

RECOMMENDED MOTION:

I move to approve the 60 Month Lease option for the John Deere 9009A Terrain Cut Rough Mower for the Lake Powell National Golf Course.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Stotz Equipment
 197 West Warner Road
 Chandler, AZ 85225
 480-917-1540
 xx4088@stotzeq.com

Quote Summary

Prepared For:
 Lake Powell National Golf Course
 400 Clubhouse Dr
 Page, AZ 86040
 Business: 928-645-2023

Delivering Dealer:
 Stotz Equipment
 Matt Gardner
 197 West Warner Road
 Chandler, AZ 85225
 Phone: 480-917-1540
 Mobile: 602-390-5181
 mgardner@stotzeq.com

Quote ID: 13760971
Created On: 25 July 2016
Last Modified On: 02 August 2016
Expiration Date: 25 August 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 9009A TerrainCut Rough Mower Contract: AZ Landscape & UVs, Trailers & Equip ADSPO13-035803 (PG 4Z) Price Effective Date: November 9, 2015	\$ 62,446.40 X	1 =	\$ 62,446.40
Equipment Total			\$ 62,446.40

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 62,446.40
Trade In	
SubTotal	\$ 62,446.40
Total	\$ 62,446.40
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 62,446.40

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 13760971

Customer Name: LAKE POWELL NATIONAL GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
197 West Warner Road
Chandler, AZ 85225
480-917-1540
xx4088@stotzeq.com

JOHN DEERE 9009A TerrainCut Rough Mower

Hours:

Stock Number:

Contract: AZ Landscape & UVs, Trailers & Equip
ADSPO13-035803 (PG 4Z)

Selling Price *
\$ 62,446.40

Price Effective Date: November 9, 2015

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1440TC	9009A TerrainCut Rough Mower (T4)	1	\$ 77,500.00	20.00	\$ 15,500.00	\$ 62,000.00	\$ 62,000.00
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	English United States/Canada	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
9764	Canopy	1	\$ 558.00	20.00	\$ 111.60	\$ 446.40	\$ 446.40
	Standard Options Total		\$ 558.00		\$ 111.60	\$ 446.40	\$ 446.40
Suggested Price							\$ 62,446.40
Total Selling Price			\$ 78,058.00		\$ 15,611.60	\$ 62,446.40	\$ 62,446.40

Request for City Council Action

Title:	Rescheduling the November 23, 2016 Regular City Council Meeting to November 30, 2016		
Meeting Date:	August 31, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	N/A
Prepared By:	Kim Larson, City Clerk	Presented By:	Mayor Diak
Reviewed By:	Crystal Dyches, City Manager	Approved By:	Crystal Dyches, City Manager
Proposed Action:	Reschedule the November 23, 2016 Regular City Council Meetings to November 30 th .		

BACKGROUND:

Due to the Thanksgiving Holiday, the November 23rd Regular City Council Meeting needs to be rescheduled.

Staff recommends that the November Regular City Council Meeting be rescheduled to the following Wednesday, November 30, 2016.

Pursuant to Page City Code, Section 2-4-1, the rescheduled Regular City Council Meetings must not exceed more than seven (7) days before or after the date being advanced or delayed.

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: NA

ADVISORY BOARD RECOMMENDATION: N/A

SUGGESTED MOTION:

I move to reschedule the November 23, 2016 Regular City Council Meetings to November 30, 2016.

Title:	Page Public Library		
Meeting Date:	August 31, 2016	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	Action: Close the library at the Community Center.	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Public Library	Supporting Documents:	Library Board Minutes
Prepared By:	Debbie Winlock	Presented By:	Debbie Winlock
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to close the satellite library at the Community Center; and change the hours of operation at the Page Public Library.		

BACKGROUND: In 2011, a small satellite library was placed at the Community Center. This made it easier for people who have difficulty with the long, steep walkway to the entrance of the Page Public Library. The satellite library was staffed with library personnel for 25 hours a week. Having library staff on hand allowed them to assist the Community Center meal program with reservations and cash collections. In the last year we have had very few library book checkouts at the Community Center, as few as 20 items per week. Staff does not feel the number of checkouts justifies having a satellite library and a librarian at the Community Center. In 2011, the Page Public Library was closed on Mondays due to funding in 2012.

BUDGET IMPACT: Minimal.

ADVISORY BOARD RECOMMENDATION: The Library Board recommends increasing the Page Public Library hours; reopening on Mondays from 10 a.m. to 6 p.m. and change the hours of operation on Friday and Saturday; and reallocating staff resources from the satellite library to the Page Public Library. The Board recommends transition of the satellite library to an "honor system lending library with donated/out of circulation books." The board recommends continuance of staffing existing services at the Community Center facilities (club meetings, computer classes, etc.).

Current Hours of Operations – 50 hours
 Tuesday, Wednesday & Thursday 9 a.m. – 8 p.m.
 Friday 9 a.m. – 6 p.m.
 Saturday 10 a.m. – 6 p.m.
 Sunday and Monday Closed

Recommended Hours of Operation - 55 hours
 Monday 12 p.m. – 6 p.m.
 Tuesday, Wednesday & Thursday 9 a.m. – 8 p.m.
 Friday & Saturday, 10 a.m. – 6 p.m.
 Sunday Closed

STAFF RECOMMENDATION:

Close the satellite library at the Community Center; and change the hours of operation at the Page Public Library as follows:

Monday 12 p.m. – 6 p.m.
 Tuesday, Wednesday & Thursday 9 a.m. – 8 p.m.
 Friday & Saturday, 10 a.m. – 6 p.m.

FOURTH QUARTER FINANCIAL REPORT
FOR THE PERIOD ENDED JUNE 30, 2016
PRELIMINARY



Fiscal Year 2016

CITY OF PAGE

Vision Statement

The City of Page is a clean, financially responsible, diverse and vibrant community that respects the quality of its environment, fosters a sense of community and family, encourages a healthful, active lifestyle and supports a wide-range of business opportunities to promote a prosperous economy.

INTRODUCTION

Quarterly financial reporting is being prepared by the City of Page as a means of providing the community, Council and the organization with an overview of financial information for the General Government Funds. Quarterly financial reporting is a priority identified by Council during previous strategic planning work sessions.

The primary information provided in the quarterly report is a comparison of the annual budget amounts to actual revenues and expenditures for operating departments. Prior year comparisons are also included in some areas.

All financial information is based on preliminary, unaudited information reported from the municipal financial system as of the report date. Seasonal variations or special occurrences in municipal operations may affect the proportion of revenues achieved or expenditures incurred to date.

Notations for this quarter include the following:

*There were various personnel vacancies filled, including, the City Attorney position, two full-time Information Technology positions, one full-time and one part-time Library position, one full-time Communications position, one part-time Recreation position, and one seasonal Park Maintenance position.

*Capital Purchases made this quarter:

- Police - 2016 Chevy Tahoe and Receivers (\$59,000)
- Community Services - Mower parts and Mower Leases (\$38,000)
- Public Works - John Deere Mower and accessories (\$11,000)

*Capital Projects expenses this quarter:

- Airport- AIP 27 Wildlife Hazard Assessment (\$7,500) and AIP 29 Electrical Upgrade (\$360,000)
- Streets - Lake Powell Blvd sidewalk design (\$8,500) and South Navajo Rehabilitation (\$17,600)
- Community Services - Library Shelving (\$1,400)
- Community Development - Horseshoe Bend Consultation (\$3,200) and Park Master Plan (\$13,800)
- General Government - IGA Justice / Municipal Court Addition (\$100,000)

*Interfund transfers to Debt Service this quarter: \$275,000

- \$186,000 from General Funds
- \$55,000 from Sewer Funds from Page Utility
- \$34,000 from Refuse Funds from Page Utility

*\$1M in bonds called before maturity and reinvested

ALL FUNDS (EXCLUDES ENTERPRISE FUNDS)

Total cash balance ended with \$20.1M in FY16, an increase of \$5.2M or 35% from prior year.

Total revenues received increased by \$2.1M or 11% over prior year. Total revenues exceeded budgeted amount by \$811K (4%), compared to the prior year \$376K (2%).

Revenue Highlights

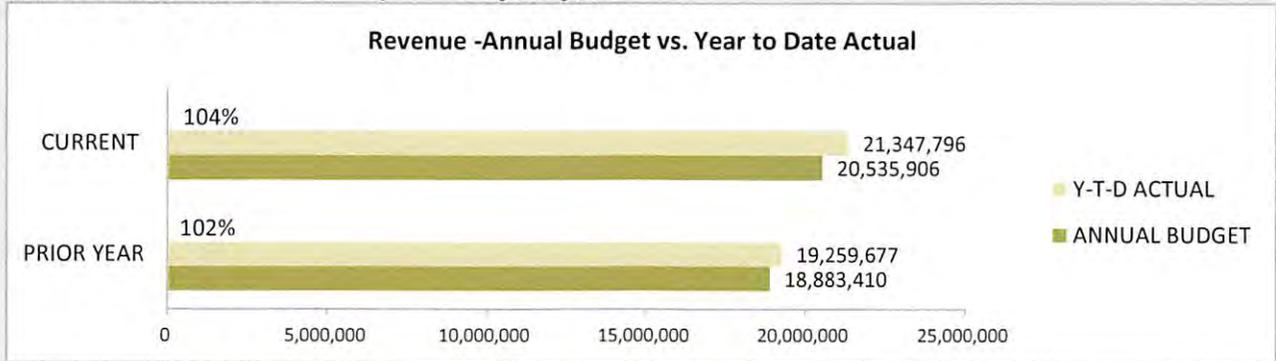
- Increase in revenue mainly due to City Sales Tax revenue in the General Fund.
- \$1M in bonds called before maturity and then reinvested.

Total expenses increased by \$753K or 3% over the prior year. Total expenses were \$16.7M, utilizing only 82% of budget amount.

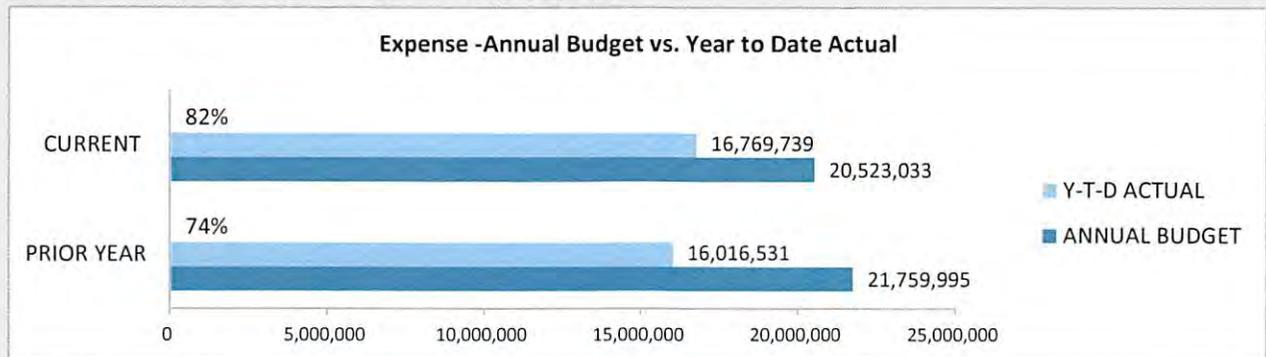
Expense Highlights

- City only had to utilize \$111K of contingency this fiscal year (\$400K budgeted).
- Airfield Electrical Upgrades and Runway 7 Connector Taxiway - Airport (used \$890K of \$1.2M budget)
- Street Projects - HURF Street Improvements (used \$305K of \$600K budget)
 - Chip seal on Coppermine and Haul Rd not completed in FY16
- Library Facility Upgrade - Community Services (\$190K) not completed
- Community Development Fund (used \$449K of \$569K budget)
 - Event expenses lower than projected
 - Contract services expenses lower than projected
 - Economic Development projects will be carried over to FY17
- Several departments not fully staffed in FY16.

TOTAL YTD REVENUE \$ 21,347,796



TOTAL YTD EXPENSE \$ 16,769,739



**CITY OF PAGE
FISCAL YEAR 2016
SUMMARY BY FUND
ENDING JUNE 30, 2016**

FUND	PRIOR YEAR EXPENSE	CURRENT EXPENSE	PRIOR YEAR REVENUE	CURRENT REVENUE	PRIOR YEAR NET +/-	CURRENT NET +/-	*CASH BALANCE	
							AS OF 6/30/2015	AS OF 6/30/2016
10 GENERAL FUND	(10,876,665)	(12,013,340)	12,929,772	14,910,712	2,053,107	2,897,372	9,057,706	12,383,378
5 15 HIGHWAY USER FUND	(1,069,025)	(498,344)	1,058,323	736,778	(10,701)	238,435	1,917,471	1,811,743
16 SUBSTANCE ABUSE	(9,553)	(23,300)	5,874	4,711	(3,679)	(18,589)	37,956	19,367
1 17 TRANSIENT FUND	(2,240)	0	0	0	(2,240)	0	0	0
1 18 COMM CENTER FUND	(38,353)	0	0	0	(38,353)	0	0	0
1 19 PAGE YOUTH CENTER	(7,559)	0	0	0	(7,559)	0	0	0
4 20 DEBT SERVICE FUND	(1,384,329)	(1,390,351)	2,477,949	2,801,810	1,093,619	1,411,459	1,307,121	2,761,533
1 21 FIRE DONATIONS FUND	(166)	0	0	0	(166)	0	0	0
1 22 PROJECT GRAD PROJECT	(8,073)	0	0	0	(8,073)	0	0	0
2 23 POLICE DEPT GRANTS	(343)	0	0	0	(343)	0	0	0
24 SRO GRANT	0	0	0	0	0	0	0	0
25 MISC GRANTS	(104,738)	(74,993)	146,604	75,992	41,866	999	16,189	54,490
1 26 LIB DONATION FUND	(3,526)	0	0	0	(3,526)	0	0	0
2 30 LIBRARY MISC GRANTS	(17,078)	0	0	0	(17,078)	0	0	0
32 JCEF FUND	(7,443)	(8,062)	5,139	5,088	(2,304)	(2,974)	58,629	55,825
3 36 DONATION FUNDS	(20,944)	(15,672)	78,884	6,240	57,940	(9,432)	61,642	52,590
8 40 CAPITAL PROJECT FUND	(1,234,959)	(1,708,821)	1,148,336	1,612,062	(86,623)	(96,759)	274,316	644,707
7 41 BALLOON REG FUND	(58,793)	0	23,250	0	(35,542)	0	0	0
42 COMM DEVELOPMENT	(312,297)	(448,644)	417,477	472,591	105,179	23,946	479,844	508,167
46 AIRPORT	(357,881)	(396,705)	541,496	534,656	183,615	137,951	985,622	1,116,570
47 AIRPORT EVENTS FUND	0	(2,887)	0	0	0	(2,887)	2,887	0
48 LAND	(357,700)	(152,958)	357,700	152,958	0	0	0	0
5 57 CEMETERY	(86,119)	(25,427)	29,795	33,169	(56,325)	7,742	279,279	285,401
6 72 FIRE PENSION	(58,747)	(10,235)	39,078	1,030	(19,670)	(9,205)	486,402	477,197
TOTAL	(16,016,531)	(16,769,739)	19,259,677	21,347,796	35,276,208	38,117,535	14,965,063	20,170,969

NOTES:

- 1: FUND BALANCE TRANSFERRED TO FUND 36
- 2: FUND BALANCE TRANSFERRED TO FUND 25
- 3: NET GAIN FROM PRIOR YEAR REFLECTS TRANSFERS IN FROM VARIOUS FUNDS
- 4: FY16 ADDITIONAL TRANSFER TO DEBT SERVICE PER ORDINANCE 616-14 AND RESOLUTION 1105-13 \$1,400,000
- 5: NET GAIN DUE TO UNEXPENDED CAPITAL BUDGET
- 6: NET LOSS DUE TO UNREALIZED LOSS IN MARKET VALUES
- 7: FUND BALANCE RETURNED TO PAGE LAKE POWELL BALLOON REGATTA
- 8: NET LOSS DUE TO HAVE NOT RECEIVED REIMBURSEMENT FOR FEDERAL GRANT ON AIRPORT PROJECT

*BALANCES DO NOT INCLUDE FUNDS USED FOR ACCOUNTS PAYABLE REIMBURSEMENTS FROM PAGE UTILITY

GENERAL FUND

General Fund cash balance ended with \$12.3M in FY16, an increase of \$3.3M or 36% from prior year.

General fund revenues increased by \$1.9M or 15% over prior year. Total revenues in General Fund exceeded budgeted amount by \$2.7M (22%), comparable to the prior year \$2.2M (21%).

Revenue Highlights

- City Sales taxes increased by \$1.2M or 14% over prior year
- \$1.6M or 20% more than budgeted in City Sales tax (\$9.6M actual, \$8M budget)
- \$112K or 140% more than budgeted in Building fees (\$192K actual, \$80K budget)
- \$169K or 28% more than budgeted in Rescue Services (769K actual, \$600K budget)
- \$1M in bonds called before maturity and reinvested

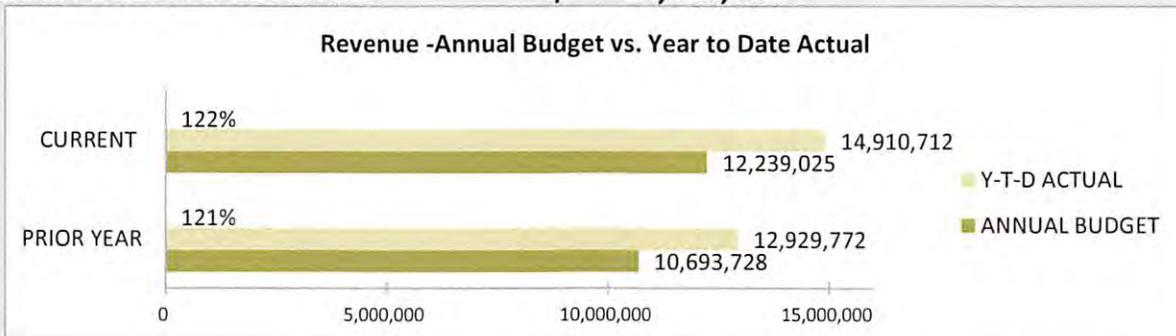
General fund expenses increased by \$1.1M or 10% over prior year. Total expenses in General Fund were \$12M, utilizing only 88% of budget amount.

Expense Highlights

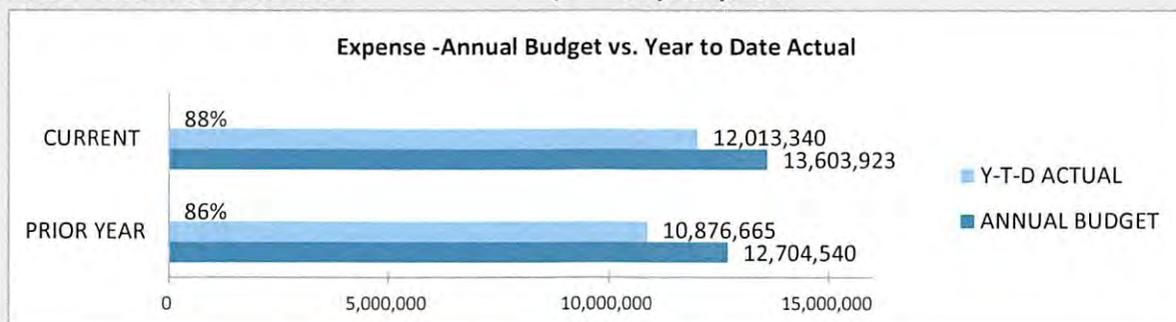
- Expenditures for debt coverage increased \$700K from prior year.
- Personnel expenses \$900K under budget
 - Positions in several departments not yet filled.
 - Several departments not fully staffed in FY16.

No transfers in. Transfers out, made to provide support to other funds, increased by \$832K.

GENERAL FUND YTD REVENUE \$ 14,910,712



GENERAL FUND YTD EXPENSE \$ 12,013,340



**CITY OF PAGE
FISCAL YEAR 2016
GENERAL FUND SUMMARY BY DEPARTMENT
ENDING JUNE 30, 2016**

<u>REVENUE</u>	<u>PRIOR YEAR</u>	<u>% OF REVENUE</u>	<u>YTD ACTUAL</u>	<u>% OF REVENUE</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
TAXES	9,014,013	69.7	9,616,592	64.5	602,580	6.7
TAXES & FEES	418,195	3.2	505,356	3.4	87,162	20.8
INTERGOVERNMENTAL	1,831,903	14.2	1,807,142	12.1	(24,761)	(1.4)
NON-OPERATING	15,244	0.1	0	0.0	(15,244)	0.0
OTHER	1,650,418	12.8	2,981,622	20.0	1,331,203	80.7
TOTAL FUND REVENUE	12,929,772	100.0	14,910,712	100.0	1,980,940	15.3
 <u>EXPENDITURES</u>						
CITY ADMINISTRATION	224,610	1.7	225,169	1.5	559	0.2
CITY COUNCIL	71,676	0.6	68,411	0.5	(3,265)	(4.6)
CITY CLERK	101,989	0.8	128,280	0.9	26,291	25.8
CITY ATTORNEY	168,231	1.3	225,695	1.5	57,464	34.2
1/2 INTERFUND TRANSFERS	2,183,592	16.9	3,015,594	20.2	832,002	38.1
8 COMMUNITY SERVICES ADMIN	0	0.0	88,228	0.6	88,228	100.0
PAGE ADULT COMMUNITY CENTER	82,255	0.6	72,594	0.5	(9,661)	(11.7)
3 GENERAL SERVICES	815,089	6.3	652,075	4.4	(163,014)	(20.0)
8 POLICE DEPT. ADMINISTRATION	0	0.0	275,920	1.9	275,920	100.0
7 PATROL	1,886,080	14.6	1,572,999	10.5	(313,081)	(16.6)
COMMUNICATIONS	389,325	3.0	402,663	2.7	13,338	3.4
5 COMMUNITY RESOURCE	73,723	0.6	0	0.0	(73,723)	(100.0)
9 INVESTIGATIONS	118,676	0.9	297,650	2.0	178,974	150.8
4 FIRE DEPARTMENT	1,811,465	14.0	1,676,022	11.2	(135,443)	(7.5)
3 HUMAN RESOURCE/RISK MANG.	296,608	2.3	527,038	3.5	230,430	77.7
10 FINANCE	330,129	2.6	346,810	2.3	16,681	5.1
MAGISTRATE	324,194	2.5	333,763	2.2	9,570	3.0
LIBRARY	448,920	3.5	387,614	2.6	(61,306)	(13.7)
7 PLANNING & ZONING	2,139	0.0	84,651	0.6	82,512	100.0
BUILDING & CODE COMPLIANCE	78,053	0.6	79,824	0.5	1,771	2.3
CENTRAL GARAGE	261,505	2.0	249,781	1.7	(11,724)	(4.5)
7 INFORMATION TECHNOLOGY	327,871	2.5	201,386	1.4	(126,486)	(38.6)
7 BUILDINGS MAINTENANCE	327,499	2.5	254,405	1.7	(73,094)	(22.3)
8 PUBLIC WORKS ADMINISTRATION	0	0.0	350,088	2.3	350,088	100.0
6 ENGINEERING	39,135	0.3	0	0.0	(39,135)	(100.0)
PARKS MAINTENANCE	276,905	2.1	296,458	2.0	19,552	7.1
RECREATION	164,112	1.3	170,925	1.1	6,813	4.2
GOLF COURSE MTCE	72,884	0.6	29,297	0.2	(43,587)	(59.8)
TOTAL FUND EXPENDITURES	10,876,665	84.1	12,013,340	80.6	1,136,675	10.5
NET REVENUE OVER EXPENDITURES	2,053,107	15.9	2,897,372	19.4	844,265	41.1

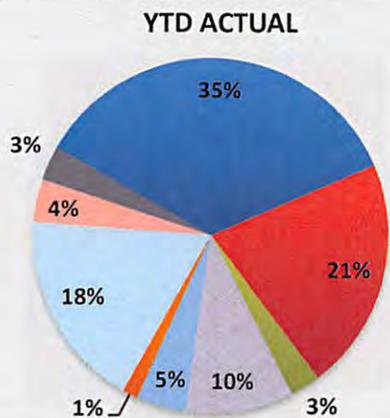
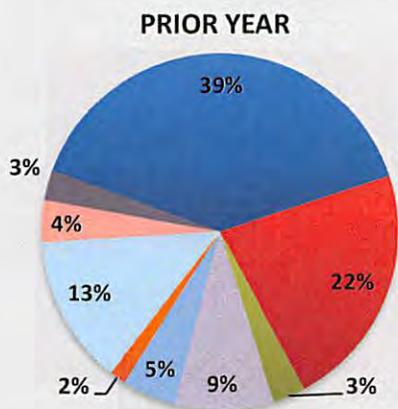
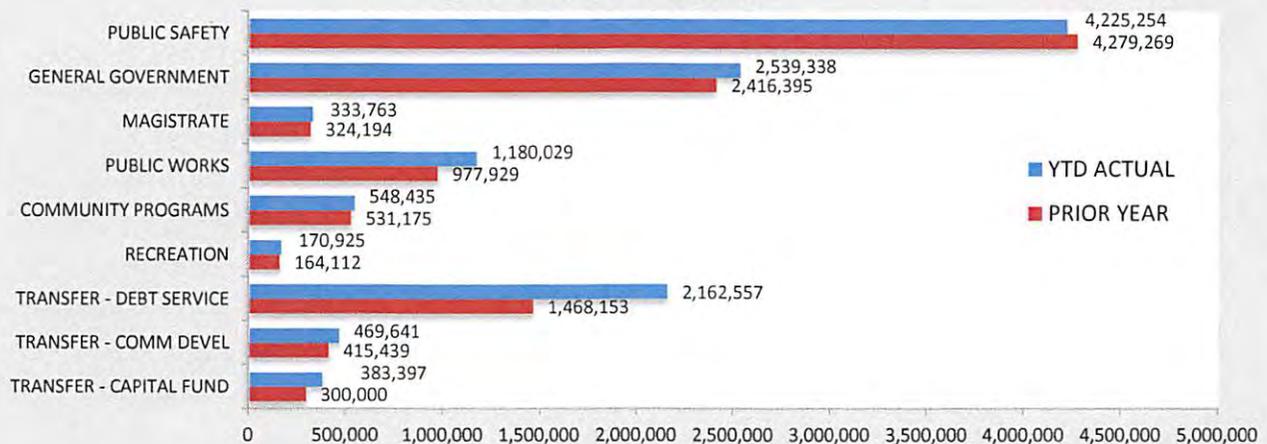
NOTES:

- 1 FY16 ADDITIONAL TRANSFER TO DEBT SERVICE PER ORDINANCE 616-14 AND RESOLUTION 1105-13 \$1,400,000
- 2 TRANSFER TO CAPITAL PROJECTS FUND FOR CURRENT YEAR CAPITAL PURCHASES - \$384,000
- 3 COMPENSATED ABSENCES EXPENSE MOVED TO HUMAN RESOURCES \$49,800
- 4 DECREASE DUE TO CAPITAL PURCHASES BEING EXPENDED FROM CAPITAL PROJECTS FUND INSTEAD OF INDIVIDUAL DEPARTMENTS
- 5 NO BUDGET FOR FY16 - INCLUDED IN INVESTIGATIONS AND BUILDING/CODE COMPLIANCE DEPARTMENTS
- 6 NO BUDGET FOR FY16 - INCLUDED IN PUBLIC WORKS ADMIN DEPARTMENT
- 7 CHANGES IN PERSONNEL VACANCIES, INDIVIDUAL BENEFIT ELECTIVES, OR UNEMPLOYMENT
- 8 NEW DEPARTMENT CREATED IN FY16
- 9 INCREASES OVER LAST YEAR DUE TO RE-STRUCTURE OF ADMINISTRATION FOR INVESTIGATIONS DEPARTMENT
- 10 CONTRACT SERVICES FOR FINANCE INCREASED IN FY16 DUE TO CHARGES IMPOSED BY STATE OF AZ FOR TPT COLLECTION

**CITY OF PAGE
FISCAL YEAR 2016
GENERAL FUND EXPENDITURES BY CATEGORY
ENDING JUNE 30, 2016**

<u>GENERAL FUND EXPENDITURES</u>	<u>PRIOR YEAR</u>	<u>YTD ACTUAL</u>	<u>VARIANCE</u>
PUBLIC SAFETY (Patrol, Communications, Fire, Comm. Resource, Investigations)	4,279,269	4,225,254	(54,015)
GENERAL GOVERNMENT (City Manager, Council, Clerk, Attorney, Transit, Gen. Services, HR, P&Z, Building Safety, IT, Finance)	2,416,395	2,539,338	122,944
MAGISTRATE	324,194	333,763	9,570
PUBLIC WORKS (Garage, Building Maint., Parks Maintenance, Engineering, Golf Maint.)	977,929	1,180,029	202,100
COMMUNITY PROGRAMS (Library, Community Center)	531,175	548,435	17,261
RECREATION	164,112	170,925	6,813
TRANSFER - DEBT SERVICE	1,468,153	2,162,557	694,404
TRANSFER - COMMUNITY DEVELOPMENT	415,439	469,641	54,202
TRANSFER - CAPITAL FUND	300,000	383,397	83,397
GENERAL FUND EXPENDITURES	10,876,665	12,013,340	1,136,675
ALL OTHER FUND EXPENDITURES	5,139,866	4,756,399	(383,467)
TOTAL FUND EXPENDITURES (EXCLUDES ENTERPRISE FUNDS)	16,016,531	16,769,739	753,208

**General Fund Y-T-D Expenses by Category
with Prior Year Comparison**



- PUBLIC SAFETY
- GENERAL GOVERNMENT
- MAGISTRATE
- PUBLIC WORKS
- COMMUNITY PROGRAMS
- RECREATION
- TRANSFER - DEBT SERVICE
- TRANSFER - COMMUNITY DEVELOPMENT
- TRANSFER - CAPITAL FUND