

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

*Individual Priorities,*

please visit our website at

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

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

Thank you

**PAGE CITY COUNCIL  
SPECIAL MEETING MINUTES  
JULY 13, 2016**

A Special Meeting of the Page City Council was held at 6:00 p.m. on July 13, 2016, in the Council Chambers at City Hall in Page, Arizona. Vice Mayor John Kocjan presided. Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. Mayor Diak was excused. There was a moment of meditation. City Clerk Kim Larson led the Pledge of Allegiance.

Vice Mayor Kocjan called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; IT Director, Kane Scott; Finance Director, Linda Watson; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

**PUBLIC HEARING**  
**FY 2016-2017 Budget**

The City of Page is required to hold a Public Hearing prior to the adoption of the Fiscal Year 2016-2017 Budget.

Motion made by Councilor Warner to open the Public Meeting. The motion was duly seconded and passed upon a vote.

**Opponents**  
None

**Proponents**  
None

Motion made by Councilor Sadler to close the Public Hearing. The motion was duly seconded and passed upon a vote.

**Discussion and possible action by the City Council pertaining to the adoption of FY 2016-2017 Final Budget-Resolution 1164-16**

On June 22, 2016, the Page City Council passed Resolution 1163-16 adopting the Preliminary Budget for Fiscal Year 2016-2017. The City of Page has followed State procedures and has advertised Schedule A in the newspaper and has held a Public Hearing.

City Manager Crystal Dyches presented the Final Budget.

Motion made by Councilor Sadler to introduce Resolution 1164-16 by title only. The motion was duly seconded and passed upon a vote.

**Page City Council Special Meeting- July 13, 2016**

The City Clerk introduced Resolution 1164-16 by title only.

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2016-2017**

There was discussion.

Motion made by Councilor Sadler to adopt Resolution 1164-16. The motion was duly seconded and passed upon a vote.

**ADJOURN**

The meeting was adjourned at 6:05 p.m.

\_\_\_\_\_  
Kim L. Larson  
City Clerk

\_\_\_\_\_  
John Kocjan  
Vice Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 13th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of July, 2016

\_\_\_\_\_  
Kim Larson, City Clerk

**PAGE CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 13, 2016**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on July 13, 2016, in the Council Chambers at City Hall in Page, Arizona. Vice Mayor John Kocjan presided. Councilors Mike Bryan, Scott Sadler, Levi Tappan, Korey Seyler and Dennis Warner were present. Mayor Diak was excused. There was a moment of meditation. Councilor Bryan led the Pledge of Allegiance.

Vice Mayor Kocjan called the meeting to order.

Staff members present: City Manager, J. Crystal Dyches; City Attorney, Joshua Smith; IT Director, Kane Scott; Finance Director, Linda Watson; Police Department Lieutenant, Tim Lange; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

**PRIORITY LIST**

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

There was no discussion by the City Council.

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

There was no discussion by the City Council.

**MINUTES**

Work Session Meeting-June 22, 2016

Regular City Council Meeting-June 22, 2016

Joint Council/Community Development Advisory Board Work Session-June 28, 2016

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

**CONSENT AGENDA**

**MINUTES**

Community Development Advisory Board – May 24, 2016

**INFORMATION**

Motion made by Councilor Sadler to approve the consent agenda. The motion was duly seconded and passed upon a vote.

**PUBLIC HEARINGS**

None

## **Page City Council Regular Meeting-July 13, 2016**

### **HEAR FROM THE CITIZENS**

No citizens addressed the City Council

### **UNFINISHED BUSINESS**

None scheduled

### **NEW BUSINESS**

#### Discussion and possible action by the City Council pertaining to Change Order One (1) to C&S Engineers, Inc.

The Electrical Upgrades Project at the Page Municipal Airport required one (1) change order and four (4) additional calendar days of work. This required C&S Companies to spend additional time overseeing the project in the amount of \$11,938.00. The City of Page will spend an additional \$298.45 for its portion of the change order.

City Manager Crystal Dyches presented the agenda item.

Motion made by Councilor Sadler to approve Change Order One (1) to C&S Companies in the amount of \$11,938.00 and authorize the City Manager to execute the document. The motion was duly seconded.

There was discussion.

The motion passed upon a vote.

#### Discussion and possible action by the City Council pertaining to a Spillman public safety system upgrade for the Page Police and Fire Departments

The Page Police Department purchased the Spillman software back in 2009. The Spillman software serves as the Police Department's Records Management System (RMS). It houses all of the data for the Police Department. Data collection begins in dispatch from calls for service received by phone, radio or in person. The call information is entered by a dispatcher into a Computer Aided Dispatch (CAD) system. CAD allows the dispatcher to easily access and modifies call information. The system also tracks unit locations and statuses. Timers programmed into the system help dispatchers monitor response times, on scene times, and other unit status times. Call for service data transfers to a Records Management System (RMS). RMS is a database housing all calls for service, law incident, name, local warrant, vehicle information, stolen property, and evidence information. The data can be easily accessed, sorted and analyzed. In addition, the system must meet Federal and State data collection and reporting guidelines. The RMS also has an evidence tracking system which complies with court mandated chain of custody compliance and court mandated protocols for evidence retention and collection, tracking of property, and mapping system.

Essential Reports Created by Spillman:

## **Page City Council Regular Meeting-July 13, 2016**

- Uniform Crime Reporting: Monthly National Crime Statistics that are mandated by the FBI
- Arizona Criminal Justice Commission: Quarterly Deaths in the Process Arrest Report
- Governor's Office of Youth, Faith and Family: Quarterly report of Juveniles Detained
- Yearly: Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act
- Weekly Significant events report, for Media which outlines all arrest for the week
- Monthly Patrol Statistics which track Officer work history

The predicted end of life for the Spillman Public Safety System was 2011. The existing system had a hardware failure that was repaired, and the system constantly "goes down". Due to the age of the existing server there is a certainty of total failure with the possibility of no data recovery. The package quote for hardware, software, migration, and maintenance was \$54,902.00

IT Director Kane Scott Director presented the agenda item.

Motion made by Councilor Tappan to approve the purchase of the Spillman Public Safety System Upgrade for Page Police and Fire and authorize the City Manager to execute the documents. The motion was duly seconded and passed upon a vote.

### **BID AWARDS**

None scheduled

### **BUSINESS FROM THE MAYOR**

None scheduled

### **BUSINESS FROM THE MANAGER**

None scheduled

### **BUSINESS FROM THE CITY ATTORNEY**

None scheduled

### **BUSINESS FROM THE COUNCIL**

None scheduled

### **BOARDS & COMMISSIONS**

Discussion and possible action by the City Council pertaining to appointment(s) to the Airport Advisory Board

There were three (3) vacancies on the Airport Advisory Board. Two (2) letters requesting to remain on the Airport Board were received from Christopher Large and Steven Blevins.

Motion made by Councilor Sadler to reappoint Christopher Large to the Page Airport

## **Page City Council Regular Meeting-July 13, 2016**

Board with a term ending June 2019. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Tappan to appoint Steven Blevins to the Page Airport Board with a term ending June 2019. The motion was duly seconded and passed upon a vote

### **Discussion and possible action by the City Council pertaining to appointment(s) to the Community Center Advisory Board**

There were two (2) vacancies on the Community Center Advisory Board. A letter requesting to remain on the Board was received from Dele Fischer.

Motion made by Councilor Tappan to reappoint Dele Fischer to the Community Center Advisory Board with a term ending June 2019. The motion was duly seconded and passed upon a vote.

### **Discussion and possible action by the City Council pertaining to appointment(s) to the Library Board**

There were three (3) vacancies on the Library Advisory Board. A letter requesting to remain on the Board was received from Charles Goodrich, and an application was received from Kathleen Spellman.

Motion made by Councilor Seyler to reappoint Charles Goodrich to the Library Advisory Board with a term ending June 2019. The motion was duly seconded and passed upon a vote.

Motion made by Councilor Tappan to appoint Kathleen Spellman to the Library Advisory Board with a term ending June 2019. The motion was duly seconded and passed upon a vote.

### **Discussion and possible action by the City Council pertaining to appointment(s) to the Parks and Recreation Advisory Board**

Due to the resignation of Michael Woods from the Parks and Recreation Advisory Board there was one (1) vacancy on the Page Parks and Recreation Advisory Board. The City received three (3) Board Appointment Applications from Kai Scott, Steve Blevins, and Erik Stanfield.

Motion made by Councilor Warner to appoint Erik Stanfield to the Parks and Recreation Advisory Board with a term ending June 2018. The motion was duly seconded and passed upon a vote.

### **Discussion and possible action by the City Council pertaining to appointment(s) to the Planning and Zoning Commission**

There were two (2) vacancies on the Planning and Zoning Commission. The City received two (2) letters requesting to remain on the Planning and Zoning Commission

## **Page City Council Regular Meeting-July 13, 2016**

from Robert Peterson and William S. Justice, and two (2) Board Appointment Applications from Steve Blevins and Scott Seyler.

Motion made by Councilor Sadler to reappoint William S. Justice to the Planning and Zoning Commission with a term ending June 2019. The motion was duly seconded and passed 6-1 with Vice Mayor Kocjan, Councilors Sadler, Tappan, Bryan, Warner and Kocjan voting in favor and Councilor Seyler voting against.

Motion made by Councilor Warner to reappoint Robert Peterson to the Planning and Zoning Commission with a term ending June 2019. The motion was duly seconded and passed upon a vote.

### Discussion and possible action by the City Council pertaining to appointment(s) to the Public Safety Personnel Retirement System Board

There was one vacancy on the Public Safety Personnel Retirement System Board. The City received one (1) Board Appointment Application from Larry D. Clark, Sr.

Motion made by Councilor Sadler to appoint Larry D. Clark, Sr. to the Public Safety Personnel Retirement System Board with a term ending June 2018. The motion was duly seconded and passed upon a vote.

### Discussion and possible action by the City Council pertaining to appointments(s) to the Community Development Advisory Board

There were two (2) vacancies on the Community Development Advisory Board (CDAB). The City received four (4) Board Appointment Applications from Larry D. Clark, Sr., John R. Mayes, Scott Seyler, and Doug Boston.

Motion made by Councilor Warner to appoint Doug Boston to the Community Development Advisory Board with a term ending June 2019. The motion was duly seconded and passed upon a vote.

Councilor Tappan stated that the CDAB Board was interested in appointing a Chamber Member for the one of the board positions.

City Manager Crystal Dyches also mentioned that the Board expressed interest in having a Chamber Member appointed to the Board.

Chamber of Commerce Director Judy Franz stated that she would be interested in being appointed as the Board liaison.

There was discussion, and reference was made that Scott Seyler was a Chamber Board Member.

Motion made by Councilor Warner to appoint Scott Seyler to the Community

**Page City Council Regular Meeting-July 13, 2016**

Development Advisory Board with a term ending June 2019. The motion was duly seconded and passed 6-1 with Vice Mayor Kocjan, Councilors Sadler, Tappan, Bryan, and Warner voting in favor and Councilor Seyler abstained.

Discussion by the City Council pertaining to reports by Board Liaisons  
Councilor Bryan, Community Development Advisory Board, stated that the CDAB scheduled a special meeting pertaining to a concert at the amphitheater.

There was discussion.

**DEPARTMENTS**

None scheduled

**CLAIMS**

None scheduled

**ADJOURN**

The meeting was adjourned at 6:50 p.m.

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Kim L. Larson  
City Clerk

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John Kocjan  
Vice 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 13th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of July, 2016

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Kim Larson, City Clerk

**PAGE PARKS AND RECREATION ADVISORY BOARD  
REGULAR MEETING MINUTES  
May 2, 2016**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:30 p.m. on May 2, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

**1. CALL TO ORDER**

Chair Brian Carey called the meeting to order at 5:35 p.m.

**2. ROLL CALL**

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

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

**3. MINUTES**

**April 11, 2016**

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

**4. HEAR FROM THE CITIZENS**

Larry Clark spoke about the rodeo from the past weekend and how successful it was in spite of the weather.

**5. UNFINISHED BUSINESS**

- (A) Discussion/Possible Action-Park Master Plan
  - Levels of Service
  - Vision
  - Project Timeline-What is next

Leslie Dornfeld from PLAN\*ET presented a power point telephonically. Page comparisons to benchmark communities were shown. Comparisons showed Page having the most playgrounds when compared to benchmark communities. Dugan Warner asked where the data was received to show that. Leslie Dornfeld stated through internet research that will be verified with the communities. She also stated that Page has quantity of playgrounds but not quality, as the playgrounds are in disrepair. Paul Ostapuk suggested having better terminology such as "Playground Locations" verses "Playgrounds". Dugan Warner agreed the terminology is deceiving. Paul Ostapuk inquired about dog parks. Mike Woods asked if the cost of maintenance would be part of the plan and Leslie stated that they look at costs and revenue.

The comparison also showed possible future needs depending on Page priorities. Leslie Dornfeld stated that Page needs to think about their priorities and maintenance for present and future facilities.

Community Development Director Kim Johnson stated that public works has been actively repairing different issues.

-Update on Project Marketing

Community Development Director Kim Johnson stated that a banner was hung at the Post Office, an ad was put in the newspaper, mysidewalk.com was working better and there was discussion about advertising charges with the radio station. Kim Johnson also stated that since the board had originally decided against a survey that there would not be one.

Motion to spend approximately \$200 for radio advertising to interview Brian Carey and sponsor the morning show the week of the next open house was made by Angie Crim. The motion was duly seconded by Susan Pilkington and passed upon a unanimous vote.

(B) Discussion/Possible Action-Purchase of Playground Equipment with 2016 Capitol Allocation

There was no discussion.

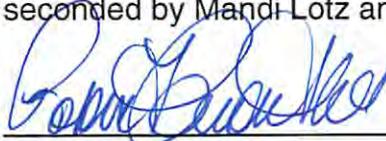
**6. NEW BUSINESS**

(A) Discussion-Next/Future Meeting Date/s.

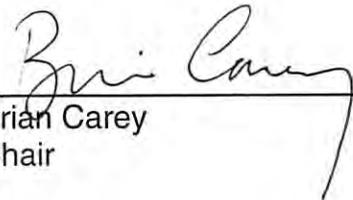
The next meeting will be held on Thursday, June 9, 2016. Chair Brian Carey suggested a standing agenda item for updates.

**ADJOURN**

Motion made by Mike Woods to adjourn the meeting at 7:16 p.m. The motion was duly seconded by Mandi-Lotz and passed upon a unanimous vote.



Robin Crowther  
Planning and Zoning Director



Brian Carey  
Chair

**PAGE COMMUNITY CENTER BOARD  
REGULAR MEETING MINUTES**

May 4, 2016

The regular meeting of the Page Community Center Board was held at the Page Community Center in Page, Arizona on Wednesday, May 4, 2016. Board members President Dele Fischer, Vice President Francine Hoover, Secretary Dawn Duggins, and, Trina Kaltmaier were present. City Council Liaison, Levi Tappan was absent.

Staff present: Director Debbie Winlock

Guests: Ron Hoover

President Fischer gave the invocation. Member Duggins led the Pledge of Allegiance.

President Fischer called the meeting to order at 5:30pm.

**MINUTES**

**Community Center Board Regular Meeting Minutes of March 2, 2016**

A motion was made by Member Kaltmaier to approve the minutes. The motion was duly seconded and passed upon a vote.

**HEAR FROM THE CITIZENS**

None

**UNFINISHED BUSINESS**

**Report on the status of the grant for the Double Doors**

No action to be reported. If no grant is found, the cost of the double doors will be included in the city budget 2 or 3 years out.

**Discussion and possible action by the Board pertaining to future activities of/for the Center and/or seniors**

A Volunteer Event and dinner is planned for May 11<sup>th</sup>.

No trips have been planned.

**Report from Councilman Tappan as to the status of Council approval for Bingo with prizes at the Center**

This item is tabled until the next meeting.

Report from Councilman Tappan pertaining to more handicap parking at the Center and the resurfacing of the parking lot.

Since Councilman Tappan was absent, this item will be tabled. Possibly a report will be emailed to the Board members at a later date.

Report pertaining to the vacancy on the Board

A few applications have been picked up, but none have been turned in.

**NEW BUSINESS**

Discussion and possible action by the Board pertaining to Medical Equipment policies

Discussion was held. Director Winlock will write up some policies incorporating the Board's ideas. The policy will be further discussed and voted on at the next meeting.

Discussion and possible action by the Board pertaining to Senior Pot Luck Dinners at the Center

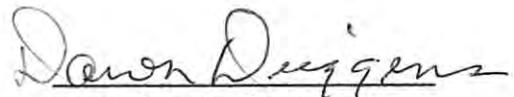
Senior Pot Luck Dinners will continue at the Center. All issues resolved.

Next meeting date: Wednesday, July 6, 2016

**ADJOURN:** A motion was made by Member Hoover to adjourn the meeting at 5:51p.m. The motion was seconded and passed upon a vote.



Dele Fischer President



Dawn Duggins Secretary

**PAGE UTILITY ENTERPRISES  
SPECIAL BOARD MEETING  
May 10, 2016**

**CALL TO ORDER:** The special meeting of the Page Utility Board was called to order at 4:30 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, and Ken Sichi. Council Liaison/Vice Mayor John Kocjan was absent.

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

Also present was Mayor Bill Diak, City Councilor, Dennis Warner; City Clerk, Kim Larsen; City Attorney, Joshua Smith and Court Reporter, Lerryn Roberds of Performance Reporters.

**RATE HEARING:** Electric and Commercial Sewer Rates: Chairman Yanke opened the public hearing. There were no interveners present. He asked the audience if anyone had any comments pertaining to either the electric rate reduction or the sewer rate increase for commercial customers. No one responded. He then turned the floor over to Bryan.

Bryan began with the basis for the electric rate reduction. The Utility is proposing to pass the budgeted savings from the budget reduction in the blended Wholesale Power Cost onto the ratepayers by offering a 3.2% energy rate reduction. This reduction amounts to a savings of approximately \$280,000 to the ratepayers. He added that the successful deployment of the Automated Meter System has allowed the Utility to eliminate the cost of two full time positions without any reduction in function.

**Public Comment:** Chairman Yanke asked if anyone had any comments regarding Bryan's report on the electric rates. There were none.

Bryan then spoke on the basis for wastewater commercial increase/adjustments. The wastewater utility is insufficiently capitalized. Capital Funds that are normally included in rates are inadequate.

Bryan explained that since the merger of the utilities in 2012, PUE has closely monitored the performance of the water and sewer funds. Prior to 2012, the wastewater infrastructure had suffered from severe deferred maintenance as any available capital money had not been applied toward the needs of the wastewater utility. This has resulted in the whole sewer plant being in a deteriorated state.

**Public Comment:** Chairman Yanke asked if anyone had any comments regarding the sewer rates.

Dennis Warner expressed his concern that the sewer rate increase for commercial customers did not go far enough in view of the historical lack of capital investment. He suggested that the Board consider an increase to residential as well as commercial customers.

**With no other comments from the audience, Chairman Yanke closed the Public Hearing.**

**Discussion/Possible Action by the PUE Board pertaining to Electric and Commercial Sewer Rates: A motion was made by J. Jones, seconded by S. Jones, to approve the rates as presented and forward to City Council.**

**The motion carried unanimously.**

**ADJOURN:**

**The meeting was adjourned at 4:52 p.m.**

**APPROVED:**

  
Chairman, Page Utility Enterprises Board

**PAGE UTILITY ENTERPRISES  
REGULAR BOARD MEETING  
May 10, 2016**

**CALL TO ORDER:** The regular meeting of the Page Utility Board was called to order at 4:54 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 and Ken Sichi. Council Liaison/Vice Mayor John Kocjan arrived at 5:05 p.m.

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

Also present was City Attorney, Joshua Smith.

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

**APPROVAL OF MINUTES:** The April 12, 2016 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by Sichi.

**HEAR FROM THE CITIZENS:** Arleen Miller addressed the Board regarding her concern with the utility billing.

**UNFINISHED BUSINESS:** Discussion/Possible Action – Cable One (Pole Attachment) Agreement: Cable One has entered into an Asset Purchase Agreement with South Central Communications (SCC) and are requesting consent from the Page City Council to transfer the Franchise from Cable One to SCC. Cable One, by letter, is requesting the consent of PUE to transfer the rights, title, interest and obligations in and under the Pole Attachment Agreement to South Central. In the event that Council gives the consent, Bryan is requesting authorization from the Board to allow Cable One to sign over their Pole Attachment Agreement to SCC.

Motion by J. Jones, seconded by Ferrando, to authorize Bryan to sign the agreement contingent upon City Council's approval of the franchise transfer.

The motion carried unanimously.

**NEW BUSINESS:** Discussion/Possible Action – Implementing a Uniform Policy Regarding Reasonable Time Limits to Address the Board at their Public Meetings: City Attorney, Joshua Smith spoke to the Board about adopting a policy which would allow them to place a two to three minute time limit for speakers who would like to address the Board during the "Hear From The Citizens" portion of the agenda.

After brief discussion, a motion was made by S. Jones, seconded by Sichi, to approve a five minute time limit with the option to request an extension that would be approved by the Board Chairman.

The motion carried unanimously.

**REPORTS:** General Manager's Reports: Bryan reviewed the highlights of the April reports.

Financial Report: Catherine presented the March financials.

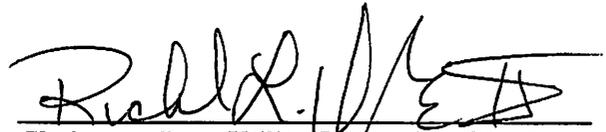
Committee Reports: None.

Chairman's Report: None.

**ANOUNCEMENTS:** The next meeting will be June 8, 2016 for a Joint Budget Work Session with Council at 5:30 p.m. at the City Hall Council Chambers.

**ADJOURNMENT:** With no further business, Chairman Yanke adjourned the meeting at 5:26 p.m.

**APPROVED:**

  
Chairman, Page Utility Enterprises Board

**PAGE PLANNING AND ZONING COMMISSION  
REGULAR MEETING MINUTES  
June 7, 2016**

A Regular Meeting of the Page Planning and Zoning Commission was held at 5:30 p.m. on June 7, 2016, in the Council Chambers at City Hall in Page, Arizona. Chair Leroy Wicklund presided. Commissioners Rob Peterson, Bubba Ketchersid, Shelley Johnstone, John Mayes and Lyle Dimbatt were present. Vice Chair Bill Justice was excused. City Council Liaison, Corey Seyler was present.

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

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

**MINUTES**

Regular Planning and Zoning Commission Meeting-May 3, 2016

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

**COMMUNICATIONS**

Community Development Director Kim Johnson invited the commission and citizens to come to the Page Park Master Plan meeting to be held Thursday, June 9, 2016 at 5:30p.m. at City Hall.

**HEAR FROM THE CITIZENS**

None.

**PUBLIC HEARING**

None.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

- A. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 13-3.7) Rim View Point LLC/Bruce Correll.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a VHR renewal.

Motion made by Commissioner Bubba Ketchersid to approve CUP 13-3.7. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

- B. Discussion and possible action regarding renewal of Vacation Home Rental Conditional Use Permit (CUP 14-5.17) Paul Smith.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a VHR renewal.

Motion made by Commissioner John Mayes to approve CUP 14-5.17. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

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

## **Planning and Zoning Regular Meeting-June 7, 2016**

Permit (CUP 15-4.14) Richard Kidman.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a VHR renewal.

Motion made by Commissioner Bubba Ketchersid to approve CUP 15-4.14. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

D. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-5.18) Jeff & Theresa Knight.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Commissioner Bubba Ketchersid questioned why there was a line through bedroom 5 on the site plan. It was just the measurement line.

Motion made by Commissioner Bubba Ketchersid to approve CUP 16-5.18. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

E. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-4.24) Vin Paitoon.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Kim Johnson pointed out a mistake on the number of bedrooms as it should be 3 not 4 on the review page of the agenda packet. The site plan is correct.

Motion made by Commissioner Shelley Johnstone to approve CUP 16-4.24. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

F. Discussion and possible action regarding approval of Vacation Home Rental Conditional Use Permit (CUP 16-4.25) Sukanya Chayasub.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Motion made by Commissioner John Mayes to approve CUP 16-4.25. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

G. Discussion and possible action regarding approval of a Vacation Home Rental Conditional Use Permit (CUP 16-5.14) Jennifer & Eric Duce.

## **Planning and Zoning Regular Meeting-June 7, 2016**

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Motion made by Commissioner Shelley Johnstone to approve CUP 16-5.14. The motion was duly seconded by Commissioner Lyle Dimbatt and passed upon a unanimous vote.

- H. Discussion and possible action regarding approval of a Vacation Home Rental Conditional Use Permit (CUP 16-5.16) Matthew & Jennifer Lund.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Motion made by Commissioner John Mayes to approve CUP 16-5.16. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

- I. Discussion and possible action regarding approval of a Vacation Home Rental Conditional Use Permit (CUP 16-5.10) Joseph & Eve Ligon.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Motion made by Commissioner Rob Peterson to approve CUP 16-5.10. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

- J. Discussion and possible action regarding approval of a Vacation Home Rental Conditional Use Permit (CUP 16-5.17) Melissa Goates.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new VHR Conditional Use Permit.

Motion made by Commissioner Lyle Dimbatt to approve CUP 16-5.17. The motion was duly seconded by Commissioner John Mayes and passed upon a unanimous vote.

- K. Discussion and possible action regarding approval of an Outdoor Vending Conditional Use Permit (CUP 16-5.19) Joe Stansfield.

Planning and Zoning Director Robin Crowther reviewed the requirements that have been met by the applicant through the submittal process for a new Outdoor Vending Conditional Use Permit.

Community Development Director Kim Johnson wanted to make sure the minutes show that all vending should take place on the Stansfield property and not the property that is adjacent to it. The circled area on the site plan should be moved to the northeast parking area of the Stansfield property.

City Council Liason Korey Seyler asked Joe Stansfield if he needed a county health permit to sell

## Planning and Zoning Regular Meeting-June 7, 2016

produce. Joe Stansfield 291 Morgan Road, stated he did not since he isn't making anything from the produce just selling it in its' original form. Commissioner Rob Peterson asked about the need for water or electricity on the property and trash receptacles. Joe Stansfield said he doesn't need any as he has built 4-260 quart coolers. Joe said he will take all trash with him each day when he leaves. Joe Stansfield also stated that he has permission to be on the adjacent property that is recorded at Coconino County.

Commissioner Bubba Ketchersid was concerned that the site would look like 98 and Coppermine. What about signs? Joe said that both he and the rentals would have signs that are presently being made.

Chair Leroy Wicklund stated that the Commission just wants to be sure that the site is kept clean.

Motion made by Commissioner John Mayes to approve Outdoor Vending CUP 16-5.19. The motion was duly seconded by Commissioner Shelley Johnstone and passed upon a unanimous vote.

### L. Discussion regarding Planning and Zoning Ordinance Update.

Community Development Director Kim Johnson went over changes to the Planning and Zoning Ordinance update modules from the consultants. An updated detailed project schedule and work plan was given to the Commission.

### M. Discussion and possible action regarding July meeting date.

Planning and Zoning Director Robin Crowther stated that the regularly scheduled meeting would be July 5, 2016 the day after the fourth of July. She said if there is concern of commissioners being gone to change the meeting to a week later.

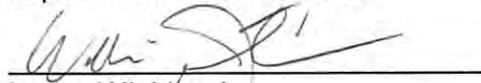
Motion made by Commissioner John Mayes to change the meeting to Tuesday, July 12, 2016. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.

## ADJOURN

Motion made by Commissioner John Mayes to adjourn the meeting at 6:20 p.m. The motion was duly seconded by Commissioner Rob Peterson and passed upon a unanimous vote.



Robin Crowther  
Planning and Zoning Director



Leroy Wicklund  
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD  
SPECIAL MEETING MINUTES AMENDED  
June 20, 2016**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:00 p.m. on June 20, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

**1. CALL TO ORDER**

Chair Brian Carey called the meeting to order at 5:03 p.m.

**2. ROLL CALL**

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

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

**3. HEAR FROM THE CITIZENS**

None.

**4. UNFINISHED BUSINESS**

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

The Board decided there will be a special meeting to discuss the Goals and Objectives on July 18, 2016 at 5:00 p.m.

**B. Discussion and Possible Action-John C. Page Memorial Park Design Concepts**

Chair Brian Carey suggested that the board review the John C. Page Memorial Park Design Concepts first.

After much discussion the board was in agreement to request the following changes to the design of John C. Page Memorial Park.

The consensus of changes by the board include; making sure that the splashpad, playground, picnic area and restrooms are located near each other by the northwest corner of the park with an entrance at the northwest corner; making sure the basketball court and skate park are near the teen center (present townhouse) by southwest corner of the park; no tourism building; no trellis area; the event area should be central; the north end of the park should have more screening to block the view of the shopping center; there needs to be more connectivity from the Community Center; they would like vendor locations by expanded parking area, and make sure the map is drawn to construction scale without exaggerating the features.

*Amendment to minutes: Steve Mongrain presented a draft parks implementation plan that he will do more work on.*

Motion made by Angie Crim to implement the changes agreed to by the board and have Kim Johnson relay the changes to Pla\*net. The motion was duly seconded by Paul Ostapuk and passed upon a unanimous vote.

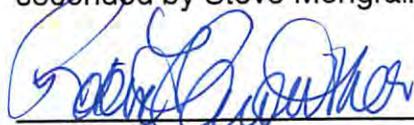
**C. Discussion and Possible Action-Draft Trails Map**

The Board decided there will be a special meeting to discuss the Trails Map on July 11, 2016 at 5:00 p.m.

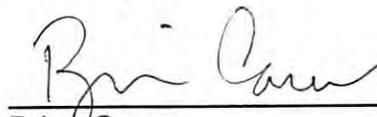
D. Discussion Only-Open House Feedback

**ADJOURN**

Motion made by Brian Carey to adjourn the meeting at 7:06 p.m. The motion was duly seconded by Steve Mongrain and passed upon a unanimous vote.



Robin Crowther  
Planning and Zoning Director



Brian Carey  
Chair

**PAGE PARKS AND RECREATION ADVISORY BOARD  
REGULAR MEETING MINUTES AMENDED  
JULY 11, 2016**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:00 p.m. on July 11, 2016 in the Council Chambers at City Hall in Page, Arizona. Chair Brian Carey presided.

**1. CALL TO ORDER**

Chair Brian Carey called the meeting to order at 5:03 p.m.

**2. ROLL CALL**

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

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

**3. MINUTES- MAY 2, 2016**

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

**June 20, 2016- Special Meeting**

The board requested to add acknowledgment of the presentation by Steve Mongrain of his draft park implementation plan to the minutes.

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

**4. HEAR FROM THE CITIZENS**

None.

**5. UNFINISHED BUSINESS**

**A. Discussion Only-Open House Feedback**

There was no discussion as this can be covered as the board reviews the goals and objectives.

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

Leslie Dornfeld from Plan\*et attended by telephone.

The board agreed that the vision statement should be: A balanced, pleasing, clean, safe park system that enriches mind, body and soul and provides identity and a sense of community.

The board reviewed the goals, strategies and actions page by page suggesting corrections and

additions that Leslie Dornfeld from Plan\*et will make.

The board wants all existing and proposed parks to be assigned a category and placed in a matrix.

The board identified the following open space areas as potential parks to be categorized. The referenced names to these open space areas are in relation to their location: Ridgeway Drive Open Space, Sage Avenue Open Space, Rodeo Open Space, Airport Open Space, Lake View Trail, Grandview Knoll (Specialty park-view point), and (Elm).

There was a consensus of the board to continue the discussion and remaining agenda items to the next meeting July 18, 2016. They left off at Strategy 1.6.

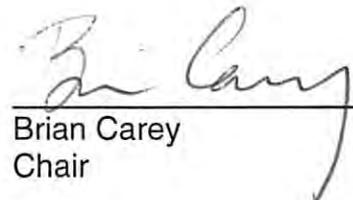
## 6. NEW BUSINESS

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

## ADJOURN

Motion made by Brian Carey to adjourn the meeting at 7:11 p.m. The motion was duly seconded by Angie Crim and passed upon a unanimous vote.

  
\_\_\_\_\_  
Robin Crowther  
Planning and Zoning Director

  
\_\_\_\_\_  
Brian Carey  
Chair

**PROCLAMATION**  
**“Child Support Awareness Month”**

***WHEREAS**, the City of Page joins the Nation in recognizing August as Child Support Awareness Month; and*

***WHEREAS**, there is a continued, compelling, public interest in fostering responsible parenthood, to include early intervention, outreach activities, legal remedies, service referrals and community involvement in successful inmate reentry; and*

***WHEREAS**, The Department of Economic Security Division of Child Support Services Colleagues are committed to a holistic approach across all counties and tribal lands to serving Arizona’s families to ensure Arizona’s children are a priority; and*

***WHEREAS**, the Department of Economic Security Division of Child Support Services works with key community partners to serve children and families through targeted resources, to provide parents and caregivers with opportunities to not only become self-reliant, but to also have the means to successfully support their children; and effectively fulfill their parental responsibilities; and*

***WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and are better equipped with the courage to be their very best in life; and*

***WHEREAS**, Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children’s future; and*

***WHEREAS**, the Department of Economic Security Division of Child Support Services, is robustly committed to putting Arizona’s children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity.*

***NOW, THEREFORE**, the Mayor and City Council of the City of Page, do hereby proclaim August 2016 as*

**\*CHILD SUPPORT AWARENESS MONTH\***

*Dated this 27<sup>th</sup> day of July, 2016*

\_\_\_\_\_  
*William R. Diak, Mayor*

**ATTEST:**

\_\_\_\_\_  
*Kim L. Larson, City Clerk*

**CITY OF PAGE  
MONTHLY CASH ALLOCATION COMPARISON**

	<u>Apr-16</u>	<u>May-16</u>
01-1110200 LGIP - GENERAL SAVINGS ACCT	4,435,523.30	5,306,691.85
01-1110300 CASH A/P CHECKING (COMBINED)	3,574,184.60	3,555,906.66
01-1110400 CASH P/R CHECKING (COMBINED)	47,152.68	47,152.68
01-1110600 U.S. BANK INVESTMENT ACCT	6,002,964.10	7,007,623.62
01-1170000 ACCTS RECV CASH CLEARING ACCT	0.00	-120.00
01-1175000 UTILITY CASH CLEARING ACCT	0.00	0.00
15-1120300 LGIP - HURF SAVINGS ACCT	1,737,363.88	1,813,345.70
20-1520600 LGIP - SERIES 2011 BOND RESRV	2,422,024.72	2,422,692.51
32-1120400 JCEF SAVINGS ACCOUNT	57,200.64	57,702.23
72-1120700 FIRE PENSION SAVINGS	31,149.81	32,930.05
72-1121100 FIRE PENSION-INVESTMENT ACCT	442,037.08	448,237.94
	<u>18,749,600.81</u>	<u>20,692,163.24</u>

<u>FUND</u>	<u>Apr-16</u>	<u>May-16</u>
10 ALLOCATION TO GENERAL FUND	10,480,842.15	12,384,030.48
15 ALLOCATION TO HIGHWAY USER FUND	1,728,748.98	1,789,431.41
16 ALLOCATION TO SUBSTANCE ABUSE FUND	18,764.23	18,764.23
20 ALLOCATION TO DEBT SERVICE FUND	3,435,571.25	3,536,880.33
25 ALLOCATION TO MISCELLANEOUS GRANTS	40,104.15	45,548.55
30 ALLOCATION TO LIBRARY MISCELLANEOUS GRANTS	0.00	-619.97
32 ALLOCATION TO JCEF FUND	54,885.62	54,888.14
36 ALLOCATION TO DONATION FUND	58,575.50	52,787.48
40 ALLOCATION TO CAPITAL PROJECTS FUND	667,235.05	521,932.76
41 ALLOCATION TO BALLOON REGATTA FUND	0.00	0.00
42 ALLOCATION TO TOURISM & PROMOTION FUND	446,577.98	433,163.76
46 ALLOCATION TO AIRPORT FUND	1,065,897.63	1,094,811.29
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	-1,315.80	-1,831.99
51 ALLOCATION TO WATER FUND	-598.94	-895.18
52 ALLOCATION TO SEWER FUND	-847.36	-789.55
57 ALLOCATION TO CEMETERY FUND	282,889.81	283,809.84
72 ALLOCATION TO FIRE PENSION FUND	472,270.56	480,251.66
	<u>18,749,600.81</u>	<u>20,692,163.24</u>



*Request for City Council Action*

<b>Title:</b>	IGA with Arizona Department of Revenue		
<b>Meeting Date:</b>	July 27, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other _____	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Finance Department	<b>Supporting Documents:</b>	Summary of Changes; Modified IGA
<b>Prepared By:</b>	Linda Watson	<b>Presented By:</b>	Crystal Dyches
<b>Reviewed By:</b>	Crystal Dyches	<b>Approved By:</b>	Crystal Dyches
<b>Proposed Action:</b>	To approve the Modified Inter-Governmental Agreement (IGA) with the Arizona Department of Revenue (ADOR) for tax collection.		

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

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

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

**BUDGET IMPACT:** None

**ATTACHMENTS:** Summary of Changes to the IGA for Transaction Privilege Tax..

Copy of the original IGA, dated June 10, 2015

Modification to IGA Agreement effective July 1, 2016

**RECOMMENDED MOTION:**

I move to approve the modifications to the intergovernmental agreement (IGA) between the State of Arizona and the City of Page, Arizona, and authorize the Mayor to sign the stated agreement.

## **SUMMARY OF CHANGES TO THE IGA FOR TRANSACTION PRIVILEGE TAX COLLECTION BY THE ARIZONA DEPARTMENT OF REVENUE**

The attached “Modification to Intergovernmental Agreement Between the State of Arizona And City/Town” incorporates five agreed upon changes into the existing intergovernmental agreement between the city/town and the Department related to the collection of the city/town transaction privilege tax. Below is a summary of the intent and impact of each change by section.

### **1) 9.6 Adjustments to Reported Taxes**

The addition of this new section addresses an issue that came up during the past year. In some cases, the Department knew there was an error by the taxpayer in identifying which city or town was supposed to receive the tax, but there was no mechanism allowing them to hold the distribution while the error was being corrected. As a result there were instances when the DOR had to send funds to a city or town knowing it was incorrect, only to pull those funds back in a subsequent distribution after the error had been resolved. This change allows the Department to avoid these incorrect distributions and recoveries when they are aware of a problem from the outset.

### **2) 9.7 Taxpayer Rulings and Uniformity**

The addition of this new section provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code, including interpretations of State statute that flow through to the MCTC because the Model language matches the State language. Under current statute, the DOR is responsible for addressing all taxpayer written requests for rulings, even when the question is based on the Model City Tax Code. This section allows the cities to have some influence over issues raised by taxpayers that have a direct impact on local tax imposition and interpretation, without disrupting the normal course of business within the Department on routine matters.

### **3) 10. Financing Collection of Taxes**

This section is being amended by adding the second sentence. This addition recognizes that the cities and towns have agreed to a statutory financial obligation to contribute to the State for the operation of the DOR, and this obligation is not in conflict with the Department’s TPT collection and administration efforts being financed through the State general fund appropriation.

### **4) 28.1 (relating to automatic annual renewal of the agreement)**

This section has been changed to remove the specific years in the original document, so this section will not need to be changed annually. Also, this section added a provision stating any agreed upon changes that arise from the annual review in Section 28.5 are retroactive to July 1st of each year. The agreement automatically renews without any action unless there are modifications agreed upon in any given year, and if so, you only need to adopt the modifications.

### **5) 28.5 (relating to annual review of the IGA)**

This section has been changed to state the review period begins on June 1<sup>st</sup>, rather than requiring the review being completed by March 1<sup>st</sup>. The March 1<sup>st</sup> deadline was simply unrealistic given the legislative session responsibilities of many of the typical reviewers.

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA AND CITY OF PAGE**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and City of Page, hereinafter referred to as the City, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or City of Page dated June 10, 2015, hereinafter referred to as the IGA, and

WHEREAS, the Department of Revenue and the City/Town intend to continue with the IGA for an additional one year term in order to determine whether the general terms of the IGA meet the parties' needs, with the exception of the modifications set forth below.

The parties agree to modify the IGA as follows effective July 1, 2016:

1. Add the following new subsection to Section 9, Collection of Municipal Taxes:

**9.6 Adjustments to Reported Taxes:** If the Department of Revenue determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department of Revenue may temporarily hold the payment until the distribution of the payment is corrected so that the appropriate city or town receives the payment.

2. Add the following new subsection to Section 9, Collection of Municipal Taxes:

**9.7 Taxpayer Rulings and Uniformity:** Recognizing taxpayer written requests for interpretation of the statutes and/or the Model City Tax Code, as well as guidance regarding uniform application and interpretation of the statutes and the Model City Tax Code impact all taxing jurisdictions, and further recognizing responsibility for such rulings and interpretation of the Model City Tax Code had previously been the sole domain of the municipalities, the Department shall include at least two representatives of the municipalities as regular members of any group established to respond to such taxpayer ruling requests and to issue such uniform interpretations and guidance promulgated by the Department. Participation by the two representatives of the municipalities on any such group is limited to instances when there is an issue raised that solely involves the Model City Tax Code and/or presents an issue of first impression, including requests for private taxpayer rulings. The municipal representatives may also be consulted by the Department on information letters, or when issuing statements of general guidance. Written requests involving common questions or issues that have previously been addressed, whether unique to the Model City Tax Code or not, may be handled in the regular course of Department processes without consulting the representatives of the municipalities.

3. Amend Section 10, Financing Collection of Taxes as follows:

**10. Financing Collection of Taxes.**

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

4. Amend subsection 28.1 of Section 28, Duration, relating to automatic renewal of the agreement as follows:

**28.1** The term of this Agreement shall be from July 1 through June 30 of each year. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect. Any agreed upon modifications to the terms and conditions of this agreement shall be incorporated to be effective during the term identified by the review committee provided for in section 28.5.

5. Amend subsection 28.5 of Section 28, Duration, relating to annual review of the agreement as follows:

**28.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1<sup>st</sup> of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

**Signature Authority.**

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein. This modification may be executed in counterparts.

Signature	Date	Signature	Date
		William R. Diak, Mayor	
Typed Name and Title		Typed Name and Title	
		City of Page, Arizona	
Entity Name		Entity Name	

**RESERVED FOR THE ATTORNEY GENERAL:**

Attorney General no. \_\_\_\_\_, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.

**MARK BRNOVICH**  
The Attorney General

\_\_\_\_\_  
Signature  
Assistant Attorney General

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

**RESERVED FOR CITY/TOWN ATTORNEY:**

APPROVED AS TO FORM AND AUTHORITY:

BY: \_\_\_\_\_  
CITY/TOWN ATTORNEY

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE STATE OF ARIZONA AND  
THE CITY OF PAGE, ARIZONA**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of June, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City of Page, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

**R E C I T A L S**

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

**A G R E E M E N T**

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

**1. Definitions**

- 1.1 A.R.S.** means the Arizona Revised Statutes.
- 1.2 Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 Closing Agreement** means an agreement to compromise or settle a tax liability.

- 1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.6 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.7 **Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 **Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at [modelcitytaxcode.az.gov](http://modelcitytaxcode.az.gov).
- 1.9 **Modification** means a change to an assessment required or authorized by statute.
- 1.10 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 **State** means the State of Arizona.
- 1.12 **State and Local Uniformity Group ("SLUG")** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

## 2. Disclosure of Information by City/Town to Department

- 2.1 **Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at [citytaxes@cityofpage.org](mailto:citytaxes@cityofpage.org). The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at [CitiesUnit@azdor.gov](mailto:CitiesUnit@azdor.gov).
- 2.2 **Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

### **2.3 Municipal Ordinance:**

- (a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at [CitiesUnit@azdor.gov](mailto:CitiesUnit@azdor.gov).
- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at [CitiesUnit@azdor.gov](mailto:CitiesUnit@azdor.gov). No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at [GIS@azdor.gov](mailto:GIS@azdor.gov). City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

**2.4 Development and Impact Fees:** Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

**2.5 Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

**2.6 Other Information:** City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

**2.7 Statutory Authority:** The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

**3. Disclosure of Information by Department to City/Town.**

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an *updated* list at least annually. This information shall be sent via email to the Cities Unit at [CitiesUnit@azdor.gov](mailto:CitiesUnit@azdor.gov). The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting Finance Director at [citytaxes@cityofpage.org](mailto:citytaxes@cityofpage.org) or call (928) 645-4203; fax number (928) 645-4207.
- 3.2 Suspension of Information:** The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.
- (a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
  - (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
  - (c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
  - (d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.
- 3.3 Information to be Provided:** Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:
- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

**3.4 Storage and Destruction of Confidential Information:** All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

**3.5 Statutory Authority:** The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

**3.6 Specificity of Data:** A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

**(a) Non-Program City/Town:** If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and

A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

**(b) Program Cities/Towns:** If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

#### **4. Audit.**

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

- 4.1 Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:
- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
  - (b) Provide additional training when practical;
  - (c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
  - (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
  - (e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and
  - (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.
- 4.2 Conflict of Interest:** An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:
- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
  - (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

#### **4.3 Audits and Refunds:**

- (a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:
  1. Residential rentals;
  2. Commercial rentals;
  3. Speculative Builders; or
  4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur

between City/Town and a taxpayer until the Department approves the audit notice.

- (d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at [HubUnit@azdor.gov](mailto:HubUnit@azdor.gov). The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.
- (e) The Department may deny a request for an audit for the following reasons:
  - 1. An audit is already scheduled or planned for the taxpayer within six months of the request;
  - 2. The requested audit would interfere with strategic tax administration planning;
  - 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
  - 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
  - 5. The Taxpayer was audited within the previous two years;
  - 6. The Department lacks sufficient resources to conduct the audit; or
  - 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by City/Town.

- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

#### **4.4 Claims for Refund:**

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above. .
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

**4.5 Protests:** Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

- 4.6 Notice of Resolution:** The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.
- 4.7 Status Reports:** The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

## **5. Voluntary Disclosure Agreements**

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

## **6. License Compliance**

**6.1 License Issuance and Renewal:** The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

**6.2 License Checks:** The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

**6.3 Confidentiality:** Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

**6.4 Changes to License Fees:** Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at [CitiesUnit@azdor.gov](mailto:CitiesUnit@azdor.gov). The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

## **7. Closing Agreements**

- 7.1 Approval** - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.
- 7.2 Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

## **8. Responsibility for Representation in Litigation.**

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

## **9. Collection of Municipal Taxes**

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.
- 9.5 Funds Owed to City/Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

## **10. Financing Collection of Taxes.**

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

## **11. Inter-Jurisdictional Transfers.**

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.

**11.2 Notice:** The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.

**11.3 Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

## **12. Educational Outreach.**

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

## **13. SLUG.**

The Department shall create an advisory group to help resolve issues

**13.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.

**13.2 Selection:** The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.

**13.3 Meetings:** SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.

**13.4 Issues:** City/Town may refer issues to SLUG involving the following:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department; and
- (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

**13.5 Recommendations:** SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

**13.6 Voting:** Voting shall be by secret ballot.

**13.7 Procedures:** SLUG may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

**14. Funding of Additional Auditors by City/Town.**

**14.1 Funding:** At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

**14.2 Use of Funds:** City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

**14.3 Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

- 14.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

**15. Satellite Offices for Department Auditors.**

- 15.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 15.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 15.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 15.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

**16. Non-availability of Funds.**

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

**17. Waiver.**

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

**18. Cancellation**

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

**19. Notice.**

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

City of Page, Arizona  
Attn: Finance Director  
P O Box 1180  
Page, AZ 86040

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue  
Attn: Director, Division Code 20  
1600 W. Monroe  
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue  
Division Code 16  
1600 W. Monroe  
Phoenix, AZ 85007

## **20. Non-discrimination.**

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **21. Compliance with Immigration Laws and A.R.S. § 41-4401.**

- 21.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."
- 21.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.
- 21.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

## **22. Audit of Records.**

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

## **23. Amendments.**

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

**24. Mutual Cooperation.**

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

**25. Arbitration.**

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

**26. Implementation.**

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

**27. Limitations.**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

**28. Duration.**

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.
- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.
- 28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1<sup>st</sup> of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

**29. Choice of Law.**

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

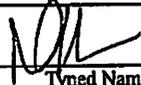
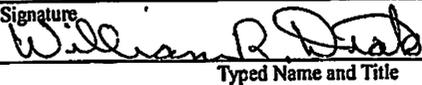
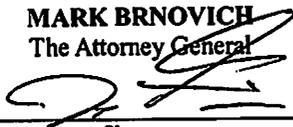
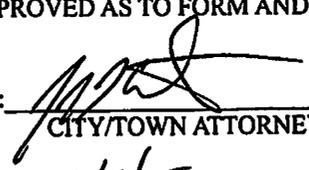
**30. Entire Agreement.**

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

**31. Signature Authority.**

- 31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature  Date <u>6/30/15</u>	Signature  Date <u>6/10/15</u>
Typed Name and Title <b>David Raber, Director</b>	Typed Name and Title <b>William R. Diak, Mayor</b>
Entity Name <b>Arizona Department of Revenue</b>	Entity Name <b>City of Page</b>
Address <b>1600 W. Monroe</b>	Address <b>P O Box 1180: 697 Vista Avenue</b>
City, State, Zip <b>Phoenix AZ 85007</b>	City, State, Zip <b>Page, AZ 86040</b>
<b>RESERVED FOR THE ATTORNEY GENERAL:</b>	<b>RESERVED FOR CITY/TOWN ATTORNEY:</b>
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p><b>MARK BRNOVICH</b> The Attorney General</p>  Signature Assistant Attorney General Date: <u>6/26/15</u>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY:  CITY/TOWN ATTORNEY</p> <p>Date: <u>6/4/15</u></p>

*Request for City Council Action*

<b>Title:</b>	NACOG Head Start Contract		
<b>Meeting Date:</b>	7-27-16	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action: Motion</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Community Center	<b>Supporting Documents:</b>	Attached
<b>Prepared By:</b>	Lona Shugart	<b>Presented By:</b>	City Manager
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Approve NACOG Head Start Contract		

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

**BUDGET IMPACT:** Meal income of approximately \$38,000.00 per year.

**SUGGESTED MOTION:**

- I move to approve the NACOG Head Start Contract and authorize the Mayor to execute the contract.

**NORTHERN ARIZONA COUNCIL OF GOVERNMENTS  
HEAD START  
AGREEMENT BETWEEN A CHILD CARE INSTITUTION  
AND A FOOD SERVICE VENDOR**

THIS AGREEMENT is entered into the **1st DAY of October, 2016**, by and between **(NACOG) HEAD START located at 121 East Aspen Ave., Flagstaff, AZ 86001** hereinafter designated as the Child Care Institution, and the **PAGE COMMUNITY CENTER**, with principle offices at **P.O. Box 1180, Page, AZ 86040** hereinafter designated as the vendor.

**I. GENERAL**

Purpose

The vendor shall prepare and make available Breakfast and Lunch meals to children participating in the Child and Adult Care Food Program at the specified Food Service Sites.

Food Service Sites

For the purpose of this Agreement, a Food Service Site is considered to be at the following location (s):

**PAGE HEAD START  
11 CAMERON ROAD  
PAGE, AZ 86040**

Which is approved for food service by applicable health standards and authorized by the Arizona Department of Education, Child Nutrition Program Unit.

Schedule of Delivery

The Vendor shall make the meals available for pick up for the Food Service site no later than **10:00 a.m., Mondays through Thursdays**. The Vendor shall make the breakfast meals available for the Food Service Site one day prior to serving day. In the event that a hot breakfast is scheduled, the Vendor shall make the breakfast meals available for pick up no later than **7:30 a.m.** The Child Care Institution will notify the Vendor of any changes **72** hours prior to scheduled pick up.

## **II. FOOD PREPARATION AND APPROVAL**

### **A. MEAL REQUIREMENTS**

The Vendor shall agree upon the menus, menu cycles, portion sizes, and recipes with the Child Care Institution or its authorized representative (s). The menus, portion sizes, and recipes shall be in compliance with U.S. Department of Agriculture minimal meal-type requirements. Meals will also be in compliance with state or local laws and regulations, and with Federal Head Start Performance Standards. See Attachment A: "Meal Pattern Requirements for Young Children." The Provider must ensure that no more than two high sugar foods and two high fat foods are served per week. The Vendor shall make available to the Child Care Institution menus 3 weeks in advance, and completed food production worksheets no later than the day of meal delivery.

### **B. MENU ITEM ADJUSTMENTS**

Menu items may be adjusted by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Child Care Institution whenever the Child Care Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the participants; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with participants. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage, adjustment shall be made in a manner that children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements. The Child Care Institution will be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable. The Child Care Institution will notify the Vendor at least one week in advance when requesting sack lunches. The Vendor will notify the Child Care Institution of any menu changes two weeks in advance.

### **III. SANITATION**

The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared and packaged. In addition, any substance which the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. The Vendor shall assure the Child Care Institution that a current health inspection has been conducted. The Vendor also agrees to notify the Child Care Institution of any negative results of any health inspection that is made during the duration of the Agreement.

### **IV. EMPLOYMENT**

- A. The Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment and nondiscrimination in employment., 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider and Employer.
- B. The Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes and workers compensation costs.

### **V. INDEMNITY**

- A. The Vendor will hold responsibility to defend any suit that may arise alleging damages due to the Vendor's negligent act or omission, or personal injury, sickness, or disease due to neglect on its part.
- B. The Child Care Institution will promptly notify the Vendor in writing of any claims against the Vendor or the Child Care Institution and, in the event a suit is filed, will promptly forward to the Vendor all papers in connection therewith.

**VI. ACCOUNTABILITY**

**A. RECEIPT**

Upon pick-up at each Food Service Site, the provider representative shall present for signature a receipt for meals delivered. See Attachment B: "Receipt for Meals Delivered to Head Start."

**B. RECORDS**

All records of the Vendor bearing upon food purchase, storage, food preparation, and transportation, directly related to the meals, utensils, supplies, and equipment delivered under this Agreement, shall be made available to the Child Care Institution Representative, State educational agency, and the auditors and other representatives of the U.S. Department of Agriculture and U. S. General Accounting Office, upon request, shall have access to all records for audit or review at the Vendor's principle offices during the ordinary business hours. The Vendor shall maintain all of these records for a period of three years from the end of the Federal fiscal year to which they pertain.

**C. REGULAR MEETINGS**

Regular meetings will be held two to three times during the school year to review the food service program and facilitate clear communication between the Vendor and Child Care Institution. Representatives from the Vendor, Child Care Institution and Food Service Site will be in attendance at the meetings. The Child Care Institution has the responsibility of calling and organizing the regular meetings, although meetings can be called at any time during the school year at the request of the Vendor.

**VII. PAYMENT**

- A. The Child Care Institution shall pay **\$1.65** for each breakfast and **\$2.85** for each lunch.
- B. The Child Care Institution will not be obligated to accept, upon pick up, or pay for any meals in excess of daily requirements when notice to the Vendor has been given in accordance with Section I.C. hereof, or when meals received or

served have been determined not to meet the minimum standards or requirements of this Agreement.

- C. The Vendor will present an invoice and receipts within **15** working days following the end of the preceding month for meals provided. The Child Care Institution will submit payment to the Vendor within **15** days of receipt of the invoice.

## **VIII. AGREEMENT MODIFICATION; NONPERFORMANCE OR DEFAULT**

- A. This Agreement constitutes the entire understanding between the Vendor and the Child Care Institution with respect to the subject matter hereof, and there are no other written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officer of the Child Care Institution and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Child Care Institution.
- B. The Child Care Institution may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:
  - 1. If the Vendor fails to make available for pick up of meals or to perform the services within the time specified herein.
  - 2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.
- C. The Vendor may not subcontract any portion of this contract.

## **IX. TERMINATION**

- A. This Agreement shall become effective on **October 1, 2016** and meals shall be provided hereunder during the period commencing on the effective date and ending on **September 30, 2017** and during such additional period or periods as the Vendor and the Child Care Institution may agree upon. However, either party may, at any time during the life of this

Agreement, terminate this Agreement with respect to the receipt of meals by giving thirty (30) days notice in writing to the other party of its intention to do so. The Child Care Institution may terminate this Agreement upon written notice if the terms and conditions hereof are not fully complied with by the Vendor. All notices to the Child Care Institution shall be addressed to the Child Care Institution at **NACOG Head Start, 121 E. Aspen, Flagstaff, AZ 86001** and all notices to the Vendor shall be addressed to the Vendor at **PAGE COMMUNITY CENTER, P.O. Box 1180, Page, AZ 86040**.

- B.** The law of the State of Arizona shall govern this Agreement.
- C.** The Child Care Institution may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is subject of this Agreement. The Child Care shall give the Vendor prompt written notice after it knows that funding will not be available.
- D.** The Vendor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. The Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.
- E.** The Vendor shall maintain during the term of this Agreement insurance policies by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall name the Child Care Institution as additionally insured under the liability policy for the duration of the Agreement. And upon request, the Vendor will provide the Child Care Institution with a certificate evidencing such insurance coverage.
- F.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- G.** A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

**H.** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

In Witness whereof, the Parties hereto have caused this Contract to be signed by their duly authorized representative the day and year just above written.

For the Food Service Vendor:

\_\_\_\_\_  
**WILLIAM DIAK**  
**MAYOR**  
**CITY OF PAGE**

\_\_\_\_\_  
**DATE**

For the Sponsor:

\_\_\_\_\_  
**CHRIS FETZER**  
**EXECUTIVE DIRECTOR**  
**NORTHERN AZ COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
**DATE**

## ATTACHMENT A

<b>Breakfast</b>	Ages 1-2	Ages 3-5
1. Milk Fluid	½ cup	¾ cup
2. Vegetables, fruit, or 100% full strength juice	¼ cup	½ cup
3. Grains/breads (whole grain or enriched): Or cornbread, rolls, tortillas, muffins, biscuits Or cold dry cereal (volume or weight, whichever is less)	½ slice ½ serving ¼ cup 1/3 oz.	½ slice ½ serving 1/3 cup ½ oz.
Or cooked cereal, pasta, noodle products, or cereal grains	¼ cup	¼ cup
<hr/>		
<b>Lunch</b>	Ages 1-2	Ages 3-5
1. Milk, fluid	½ cup	¾ cup
2. Vegetable and/or fruit, or 100% full-strength juice (2 or more total)	¼ cup total	½ cup total
3. Grains/breads (whole grain or enriched): Bread Or cornbread, rolls, tortillas, muffins, biscuits Or cooked cereal, pasta, noodle products, or cereal grains	½ slice ½ serving ¼ cup	½ slice ½ serving ¼ cup
4. Meat or meat alternates: Lean meat, fish or poultry (edible portion as served) Cheese Or egg Or cooked dry beans or peas Or yogurt Peanut, soy, or other nut or seed butters	1 oz. 1 oz. 1/2 egg ¼ cup 4 oz. 2 tbsp.	1½ oz. 1½ oz. 1 egg 3/8 cup 6 oz. 3 tbsp.
<hr/>		
<b>Snack</b> (select 2 of these 4)	Ages 1-2	Ages 3-5
1. Milk, fluid	½ cup	½ cup
2. Vegetable, fruit, or 100% full strength juice	½ cup	½ cup
3. Grains/breads (whole grain or enriched) Bread Or cornbread, rolls, tortillas, muffins, biscuits Or cold dry cereal (volume or weight, whichever is less) Or cooked cereal, pasta, noodle products, or cereal grains	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving 1/3 cup ¼ cup
4. Meat and meat alternates: Lean meat, fish, or poultry (edible portion as served) Or cheese Or egg Or yogurt (low or nonfat) Or cooked dry beans or peas Or peanut butter, soy nut butter, or other nut butters	½ oz. ½ oz. ½ egg ¼ cup 1/8 cup 1Tbsp	½ oz. ½ oz. 1 egg ¼ cup 1/8 cup 1 Tbsp

Fruit or Vegetable Juice must be 100% full strength.

Breads/Grains must be whole-grain, enriched meal or flour. Cereal must be whole grain or enriched or fortified.

Peanut butter, nuts/seeds meet only 50% of total meat/meat alternate serving and must be combined with another meat or meat alternate to fulfill Lunch requirements. Not more than 1 ounce of nuts/seeds may be used in any meal.

Lettuce must be accompanied with another fruit or vegetable. Raisins must be served w/another fruit or vegetable at breakfast and snacks. Cottage cheese, cheese food/spread; portion size must be doubled.



## *Request for City Council Action*

<b>Title:</b>	Easements at La Quinta Motel		
<b>Meeting Date:</b>	July 27, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Engineering	<b>Supporting Documents:</b>	Easement Documents
<b>Prepared By:</b>	Matthew Wood	<b>Presented By:</b>	City Attorney
<b>Reviewed By:</b>	City Attorney	<b>Approved By:</b>	City Attorney
<b>Proposed Action:</b>	Motion to approve sewer line easement abandonment and relocation and to approve waterline and electric easements.		

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

**BUDGET IMPACT:** None

**STAFF RECOMMENDATION:**

Motion to approve sewer line easement abandonment and relocation and to approve waterline and electric easements.

When Recorded Return To:  
City of Page  
City Attorney's Office  
P.O. Box 1180  
697 Vista Avenue  
Page, AZ 86040  
Tax ID: 801-02-014

### WATER LINE EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to **Desert Lake Management, Inc., an Arizona Corporation**, herein referred to as Grantor, by the **City of Page Arizona, an Arizona Municipal Corporation, DBA Page Utility Enterprises** herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace water line facilities, in and along real property owned by Grantor in Coconino County, State of Arizona, and the easement being more fully described as follows:

See Exhibit "A"

TO HAVE AND TO HOLD such property to Grantee, the City of Page Arizona, forever for the uses and purposes normally associated with water line facilities.

Grantee shall maintain the perpetual easement in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built or placed in the easement. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 25 day of June, 2016

**Desert Lake Management, Inc., an Arizona Corporation**

Name, Title

  
DANNE OCHO, President

STATE OF ARIZONA)

ss.

County of COCONINO)

On the 28<sup>th</sup> day of March, 2016 A.D., personally appeared before me CARLA R. CORN who being by me duly sworn, did say and acknowledge that he/she is the BRANCH of **Desert Lake Management, Inc., an Arizona Corporation**, and that he/she executed the foregoing document he/she executed the same for the uses and purposes stated herein.



Carla R. Corn  
Notary Public

**ACCEPTANCE OF DEDICATION**

The **City of Page Arizona, an Arizona Municipal Corporation**, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

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

CITY OF PAGE ARIZONA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form:

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

## **EXHIBIT "A"**

### **WATER LINE EASEMENT**

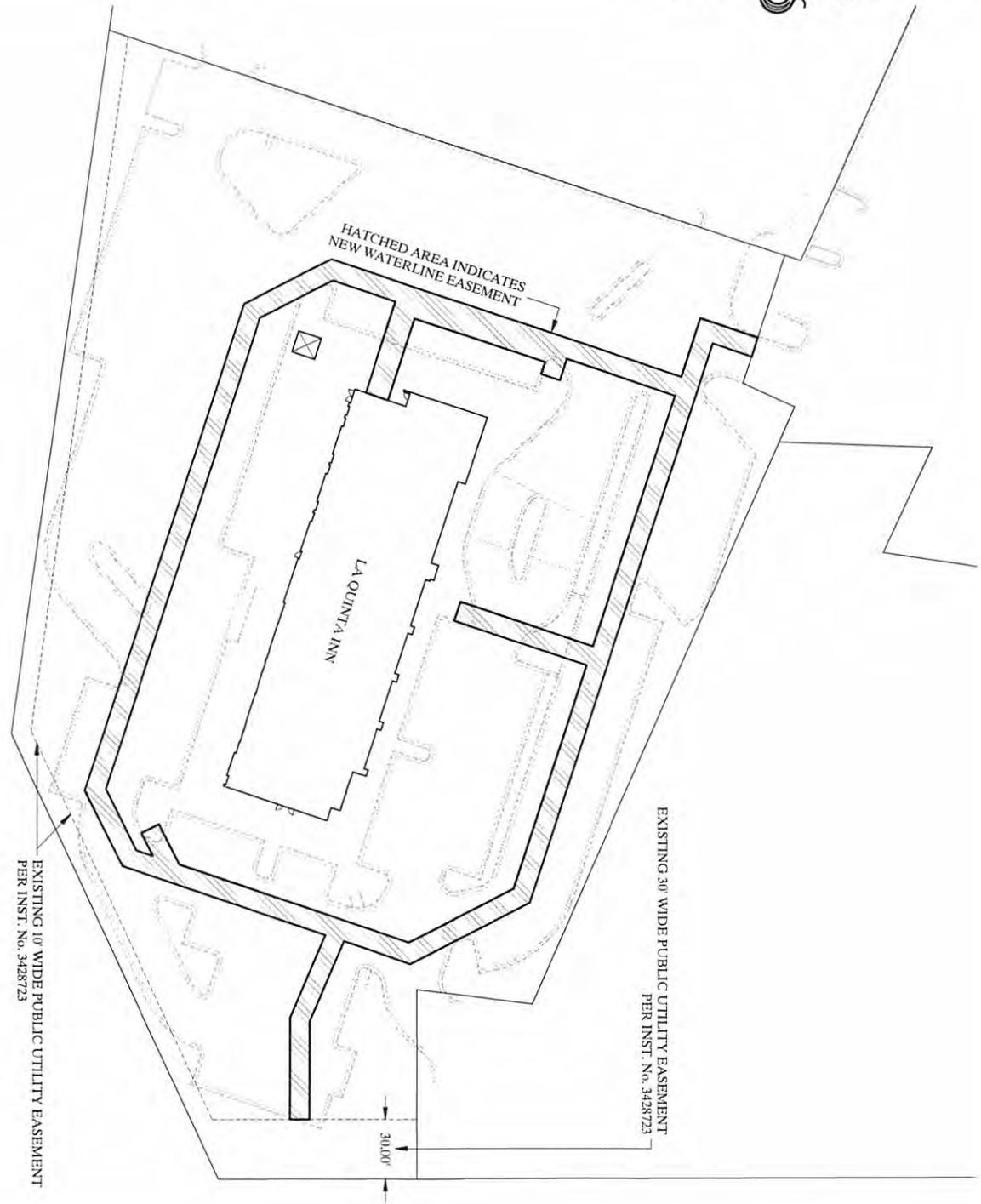
A variable width easement located entirely within Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723 in the Office of the Recorder, Coconino County, Arizona. The area affected by said easement being more particularly described as follows:

Beginning at a point on the West boundary of an existing 30 foot wide Public Utility dedicated with Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723. Said point being North 00°10'44" West 761.16 feet along the range line common to Sections 31 and 36, Township 41 North, Ranges 8 and 9 East, Gila and Salt River Meridian and West 5.00 feet, from the township corner common to said Sections 31 and 36, and running;

Thence South 89°49'16" West 51.36 feet;  
thence North 66°35'42" West 45.47 feet;  
thence South 18°20'07" West 109.64 feet;  
thence South 63°20'07" West 42.87 feet;  
thence North 71°39'53" West 258.18 feet;  
thence North 26°39'53" West 50.11 feet;  
thence North 18°20'07" East 188.76 feet;  
thence North 71°39'53" West 31.04 feet;  
thence North 18°20'07" East 31.09 feet;  
thence South 71°39'54" East 10.00 feet;  
thence South 18°20'07" West 21.09 feet;  
thence South 71°39'53" East 31.04 feet;  
thence South 18°20'07" West 68.47 feet;  
thence South 71°39'53" East 11.32 feet;  
thence South 18°20'07" West 10.00 feet;  
thence North 71°39'53" West 6.32 feet;  
thence South 18°20'07" West 70.37 feet;  
thence South 71°39'53" East 43.22 feet;  
thence South 18°20'07" West 12.00 feet;  
thence North 71°39'53" West 48.22 feet;  
thence South 18°20'07" West 33.77 feet;  
thence South 26°39'53" East 41.83 feet;  
thence South 71°39'53" East 249.90 feet;  
thence North 63°20'07" East 34.59 feet;  
thence North 18°20'07" East 9.08 feet;  
thence South 62°38'44" West 12.84 feet;  
thence North 27°21'16" West 10.00 feet;  
thence North 62°38'44" East 23.08 feet;

thence North 18°20'07" East 123.83 feet;  
thence North 26°39'53" West 60.10 feet;  
thence North 71°39'53" West 118.31 feet;  
thence South 18°20'07" West 71.51 feet;  
thence North 71°39'53" West 10.00 feet;  
thence North 18°20'07" East 71.51 feet;  
thence North 71°39'53" West 133.12 feet;  
thence North 18°20'07" East 10.00 feet;  
thence South 71°39'53" East 265.57 feet;  
thence South 26°39'53" East 68.39 feet;  
thence South 18°20'07" West 35.84 feet;  
thence South 66°35'42" East 44.27 feet;  
thence North 89°49'16" East 49.27 feet;  
thence South 00°10'44" East 10.00 feet to the Point of Beginning.

Affecting Approximately 13,557 Square Feet or 0.311 Acres.



**WATERLINE EASEMENT - EXHIBIT B**  
PREPARED AT THE REQUEST OF  
**MR. DANNY CHAO**

553 East Riverside Drive, Suite  
A23, San Diego, CA 92109  
Ph: (619) 671-8555, Fx: (619)  
671-8397 www.rosenb.com



**ROSENBERG**  
ASSOCIATES  
CIVIL ENGINEERS • LAND SURVEYORS

DATE	10/20/14
DRG. NO.	308-15480
DESIGNER/REV.	AKR/D
SCALE	1" = 40'
DRG.	EXHIBIT B/ENG

SHEET  
**1**  
OF 1 SHEETS

When Recorded Return To:  
City of Page  
City Attorney's Office  
P.O. Box 1180  
697 Vista Avenue  
Page, AZ 86040  
Tax ID: 801-02-014

### ELECTRICAL EASEMENTS

That in consideration of One Dollar and other good and valuable consideration paid to **Desert Lake Management, Inc., an Arizona Corporation**, herein referred to as Grantor, by the **City of Page Arizona, an Arizona Municipal Corporation, DBA Page Utility Enterprises**, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, two perpetual easements for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace electrical facilities, in and along real property owned by Grantor in Coconino County, State of Arizona, and the easements being more fully described as follows:

See Exhibit "A"

TO HAVE AND TO HOLD such property to Grantee, the City of Page Arizona, forever for the uses and purposes normally associated with electrical facilities.

Grantee shall maintain the perpetual easements in good repair. Grantee does agree to in no way encumber said easements or subject it to the imposition of liens of any type during the term of these easements. Grantor may not install, build, place or cause or allow anything to be installed, built or placed in the easements. If any improvement is installed, built, or placed within the easements, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easements rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss.

The grant and other provisions of these easements shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 25 day of June, 20116

**Desert Lake Management, Inc., an Arizona Corporation**

Name, Title

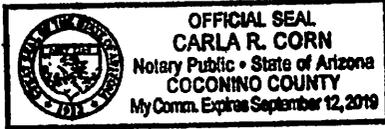
  
DANNY CHAO, President

STATE OF ARIZONA)

SS.

County of COCONINO)

On the 28<sup>th</sup> day of November, 2016, A.D., personally appeared before me CARLA R. CORN, who being by me duly sworn, did say and acknowledge that he/she is the CHAIRMAN of **Desert Lake Management, Inc., an Arizona Corporation**, and that he/she executed the foregoing document he/she executed the same for the uses and purposes stated herein.



Carla R. Corn  
Notary Public

**ACCEPTANCE OF DEDICATION**

The **City of Page Arizona, an Arizona Municipal Corporation**, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

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

CITY OF PAGE ARIZONA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form:

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

## **EXHIBIT "A"**

### **ELECTRICAL EASEMENTS**

#### **EASEMENT No. 1**

A variable width easement located entirely within Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723 in the Office of the Recorder, Coconino County, Arizona. The area affected by said easement being more particularly described as follows:

Beginning at a point on the West boundary of an existing 30 foot wide Public Utility Easement dedicated with Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723. Said point being North 00°10'44" West 721.30 feet along the range line common to Sections 31 and 36, Township 41 North, Ranges 8 and 9 East, Gila and Salt River Meridian and West 5.00 feet, from the township corner common to said Sections 31 and 36, and running;

Thence South 64°39'44" West 30.97 feet along the North line of an existing 10 foot wide Public Utility Easement dedicated with Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723;

thence South 72°03'41" West 38.60 feet;

thence North 40°08'19" West 74.37 feet;

thence North 71°39'53" West 44.58 feet to the East exterior wall of a newly constructed hotel;

thence North 18°20'07" East 10.00 feet along said East exterior wall;

thence South 71°39'53" East 47.40 feet;

thence South 40°08'19" East 70.47 feet;

thence North 72°03'41" East 64.52 feet returning to the West boundary of said existing 30 foot wide Public Utility Easement;

thence South 00°10'44" East 6.31 feet along said West boundary to the Point of Beginning.

Affecting Approximately 1,788 Square Feet or 0.041 Acres.

EASEMENT No. 2

A variable width easement located entirely within Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723 in the Office of the Recorder, Coconino County, Arizona. The area affected by said easement being more particularly described as follows:

Beginning at an angle point on the North boundary of an existing 10 foot wide Public Utility Easement dedicated with Lot 5B, Block 500, Page Arizona Townsite, on file as Instrument No. 3428723. Said point being North 00°10'44" West 628.28 feet along the range line common to Sections 31 and 36, Township 41 North, Ranges 8 and 9 East, Gila and Salt River Meridian and West 201.74 feet, from the township corner common to said Sections 31 and 36, and running;

Thence North 81°59'28" West 6.52 feet along the North line of said existing 10 foot wide Public Utility Easement;

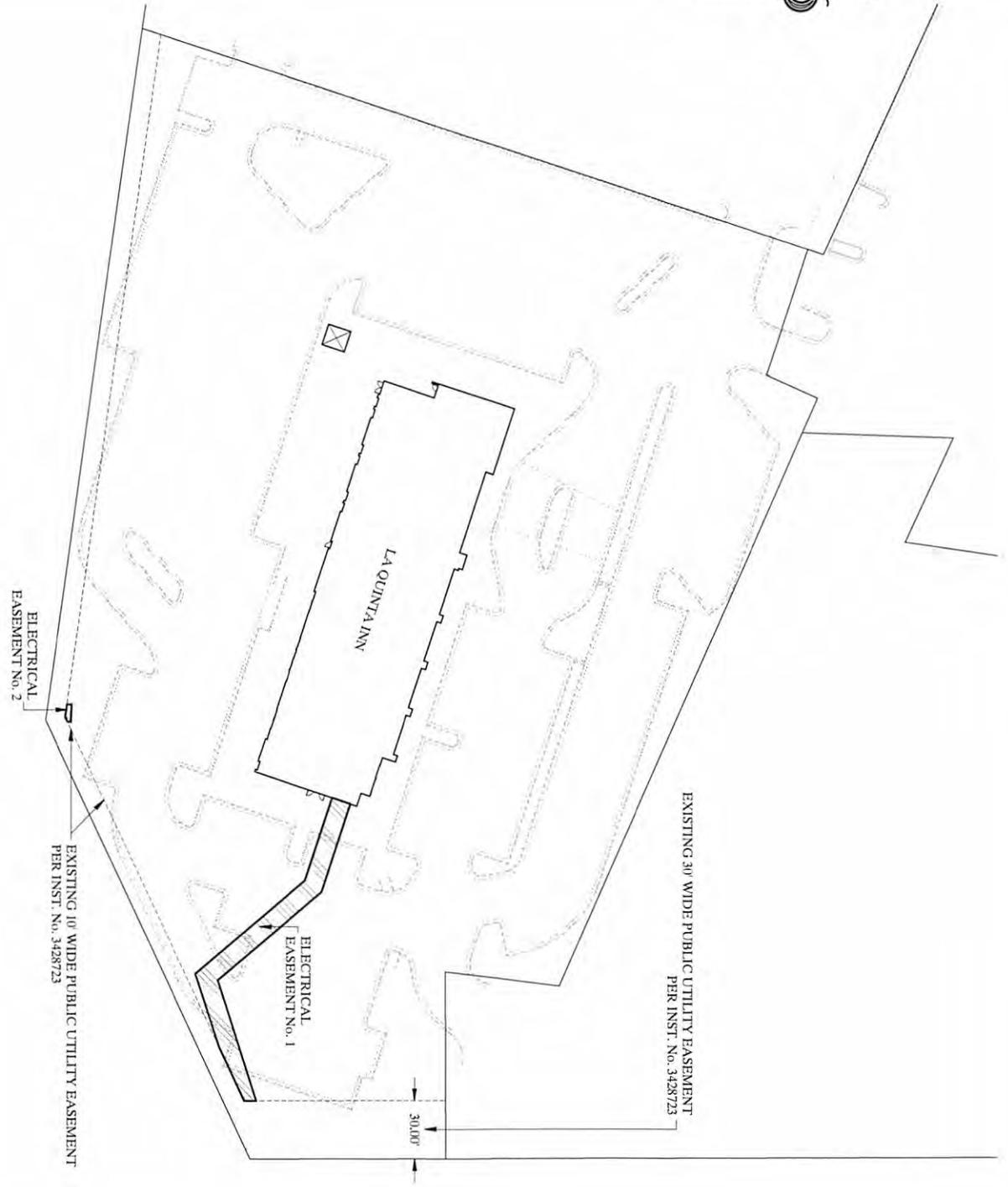
thence North 03°03'22" East 2.44 feet;

thence South 86°56'38" East 8.88 feet;

thence South 03°03'22" West 1.71 feet returning to the North line of said easement;

thence South 64°39'44" West 2.71 feet along the North line of said easement to the Point of Beginning.

Affecting Approximately 23 Square Feet



DATE	06/20/14
DRAWN BY	MKS/SLM
DESIGNED BY	MKS
SCALE	1" = 8'
DWG	EXHIBIT B.B.C


**ROSENBERG**  
 ASSOCIATES  
 CIVIL ENGINEERS • LAND SURVEYORS

103 East Riverside Park, Suite  
 A-2 St. George, Utah 84202  
 P: (435) 678-8500 F: (435)  
 678-8977 www.rosebnd.com

**ELECTRICAL EASEMENT - EXHIBIT B**  
 PREPARED AT THE REQUEST OF  
**MR. DANNY CHAO**

**SURVEYORS CERTIFICATE**

This certificate is to be read in conjunction with the description of the property to be surveyed and the plat of the same. The surveyors warrant that the same is a true and correct copy of the original survey as shown on the plat of the same. The surveyors warrant that the same is a true and correct copy of the original survey as shown on the plat of the same.



**DESCRIPTION - PORTION OF 16 WIDE PUBLIC UTILITY EASEMENTS TO BE ABANDONED:**

A portion of the 16 wide Public Utility Easement (PUE) located within the Lot 5B, Block 500, City of Page, Arizona, (hereinafter referred to as the "PUE") is hereby being abandoned. The PUE is located within the Lot 5B, Block 500, City of Page, Arizona, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same.

**DESCRIPTION - 16 WIDE PUBLIC UTILITY EASEMENT TO BE DEDICATED:**

A 16 wide Public Utility Easement (PUE) is hereby being dedicated to the use of public utilities. The PUE is located within the Lot 5B, Block 500, City of Page, Arizona, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same.

**OWNERS DEDICATION:**

The undersigned hereby dedicates to the use of public utilities the portion of the PUE located within the Lot 5B, Block 500, City of Page, Arizona, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same.

**CITY OF PAGE, ARIZONA ACKNOWLEDGMENT & DEDICATION:**

The City of Page, Arizona, hereby acknowledges and accepts the abandonment of the portion of the PUE located within the Lot 5B, Block 500, City of Page, Arizona, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same.

**UTILITY PROVIDER ACKNOWLEDGMENTS:**

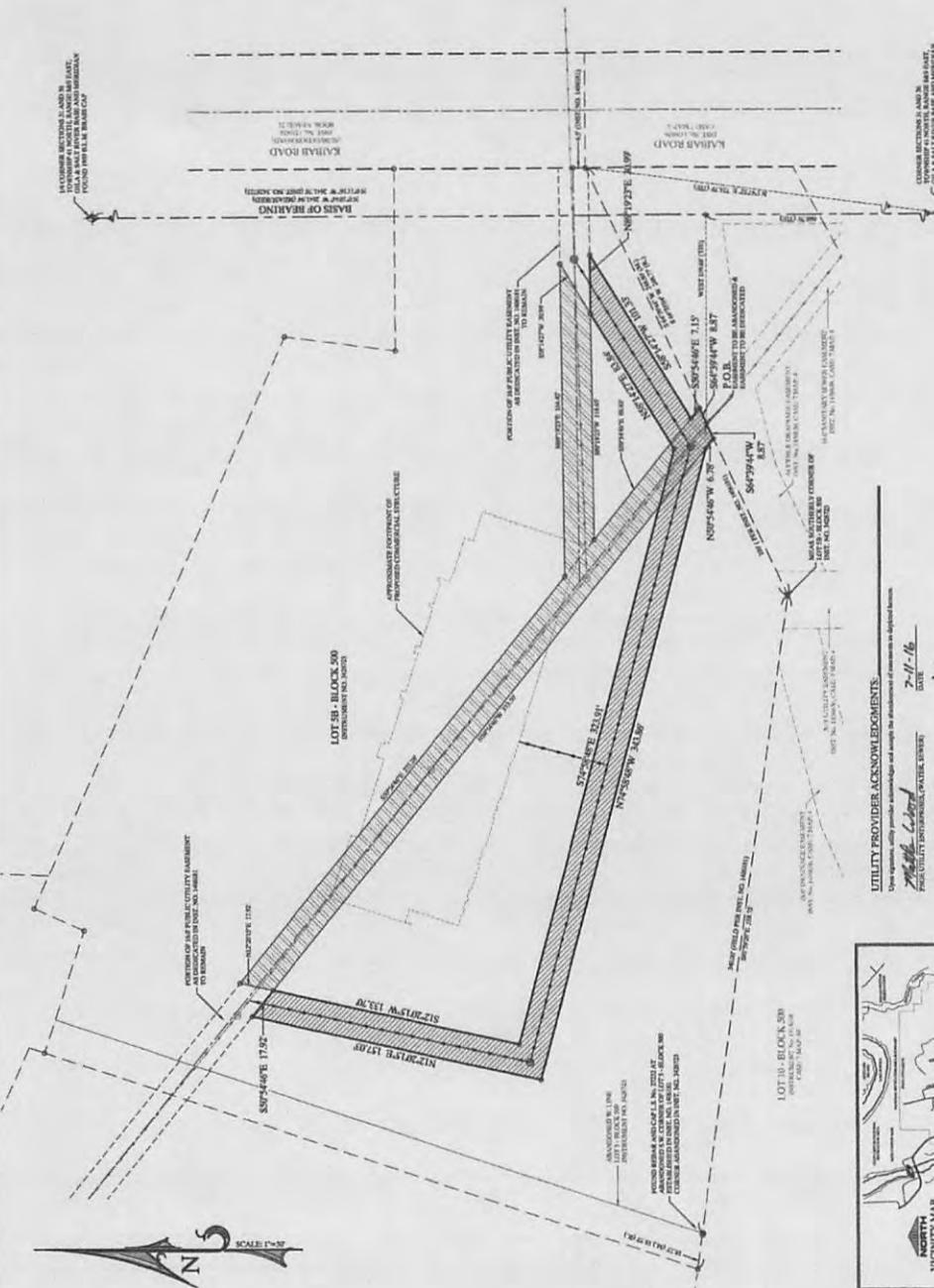
The undersigned utility providers hereby acknowledge and accept the abandonment of the portion of the PUE located within the Lot 5B, Block 500, City of Page, Arizona, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same. The PUE is a 16 wide easement for the use of public utilities, and is shown on the plat of the same.

**BEARING ROTATION NOTE:**

The bearings and distances shown on this plat are true and correct as shown on the original survey. The bearings and distances shown on this plat are true and correct as shown on the original survey. The bearings and distances shown on this plat are true and correct as shown on the original survey.

**LEGEND:**

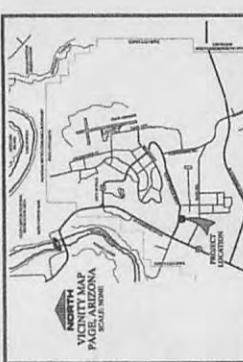
- INTERIOR SET OF EASEMENT TO BE ABANDONED
- EXTERIOR SET OF EASEMENT TO BE ABANDONED
- ▭ 16 WIDE PUBLIC UTILITY EASEMENT TO BE DEDICATED
- ▭ 16 WIDE PUBLIC UTILITY EASEMENT TO BE ABANDONED
- ▭ 16 WIDE PUBLIC UTILITY EASEMENT TO BE ABANDONED



**UTILITY PROVIDER ACKNOWLEDGMENTS**

State requires utility provider acknowledgment and accept the abandonment of easements to adjacent owners.

DATE	7-11-16
DATE	7-11-16
DATE	7-11-16
DATE	7-18-16



**ROSENBERG ASSOCIATES**  
 301 East Hermosa Drive, Suite 402, S. Googay, Utah 84709  
 Page, AZ Office: 43 N. 10th Street Suite 7, P.O. Box 3000 Page, AZ 86040  
 Ph: (435) 675-4556 Fax: (435) 675-4877 www.rosenbergassociates.com

PLAT NO. 12345  
 BLOCK 500  
 LOT 5B

**EASEMENT RE-LOCATION - LOT 5B, BLOCK 500  
 CITY OF PAGE, ARIZONA TOWNSITE**

LOCATED IN THE S.E. QUARTER OF SECTION 1, TOWNSHIP 1 N, RANGE 5 E, EAST, GRAPE VALLEY RIVER GULCH AND HERBIBAN



*Request for City Council Action*

<b>Title:</b>	Lake Powell Boulevard Sidewalk - additional City funding		
<b>Meeting Date:</b>	July 27, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Engineering	<b>Supporting Documents:</b>	IGA; Resolution 1159-16
<b>Prepared By:</b>	Matthew Wood	<b>Presented By:</b>	
<b>Reviewed By:</b>		<b>Approved By:</b>	
<b>Proposed Action:</b>	Motion to approve additional funding for the construction of a sidewalk along the west side of Lake Powell Boulevard		

**BACKGROUND:** At the February 24, 2016 Regular City Council meeting, Council approved an Intergovernmental Agreement (IGA) between the State of Arizona and the City of Page for a Transportation Enhancement Grant for the design and construction of a sidewalk along the west side of Lake Powell Boulevard, from the Quality Inn to Clubhouse Drive. This IGA stated that the City would pay its matching portion of the grant, which is 5.7%, and any differences over the grant amount. ADOT did a construction cost estimate for this project and it came in at \$511,000. The federal amount of money for this project through the grant is \$423,926. The design portion of this project is \$141,450 leaving a federal fund balance of \$282,476 for construction. Therefore based on the construction estimate of \$511,000 the City would need to pay the balance of \$228,524 based on the estimate, which includes the 5.7% match and the needed additional funds. This amount is only based on the estimate and could go up or down based on the actual bid. Since this is a significant amount over the federal money, ADOT wants to get the City's approval for this amount before moving forward with this project.

**BUDGET IMPACT:** The \$228,524 and any additional funds would need to be budgeted in FY18 for the construction.

**STAFF RECOMMENDATION:**

Motion to approve additional funding for the construction of a sidewalk along the west side of Lake Powell Boulevard.

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

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PAGE

**THIS AGREEMENT** is entered into this date March 14, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

### I. RECITALS

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

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

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

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

**SL693 01C (construction):**

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

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

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

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

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

**II. SCOPE OF WORK**

1. The State will:

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

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

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

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

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

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

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

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

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

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

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

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

2. The City will:

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

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

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

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

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

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

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

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

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

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

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

### **III. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

ADOT – FMS

Attn: Cost Accounting Administrator

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

Phoenix, AZ 85007

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

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

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

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

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

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

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

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

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

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

**For Agreement Administration:**

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

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

**For Project Administration:**

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

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

**For Financial Administration:**

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

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

(602) 712-7124  
(602) 712-3132 Fax  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

(928) 645-4203

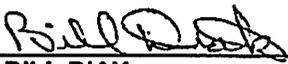
17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

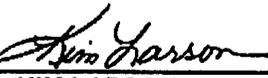
CITY OF PAGE

STATE OF ARIZONA  
Department of Transportation

By   
**BILL DIAK**  
Mayor

DocuSigned by:  
  
2C8F28BDDCBC4A2...  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By   
**KIM LARSON**  
City Clerk

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

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

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

DATED this 10<sup>th</sup> day of February, 2016.

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

RESOLUTION NO. 1159-16

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 24<sup>th</sup> day of February, 2016, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>1</u>

CITY OF PAGE

By William R. Rusk  
Mayor

ATTEST:



---

CITY CLERK

APPROVED AS TO FORM:



---

CITY ATTORNEY