



Request for City Council Action

Title:	Discussion and Possible Action as to the Execution of a Quit Claim Deed to Edelweiss Development Limited Company		
Meeting Date:	October 14, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	Quit Claim Deed and Parcel Map
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Approve the execution of a Quit Claim Deed to Edelweiss Development Limited Company		

BACKGROUND: Edelweiss Development Limited Company currently owns approximately 3.14 acres of vacant property located at the southwest corner of N. Navajo Dr. and 13th Ave. According to Pioneer Title Agency, there is a cloud on the title of this property relating back to a Land Purchase Agreement, dated January 28, 1974, between the Department of Interior, Bureau of Reclamation (the "Bureau") and John and Donna Purser, which Agreement was prior to the formation and incorporation of the City of Page. The Land Purchase Agreement included three (3) installment payments for the purchase of approximately 49.42 acres of property, with the final payment for the property to be made on December 31, 1975. On April 18, 1975, the Bureau quit claim deeded to the City of Page all property owned by the Bureau at that time (approximately 10,717.50 acres). Because the Bureau quit claim deeded its property to the City of Page prior to the date of the final installment payment there has been created a cloud on the title of the property. It appears this issue was last raised in August of 1989, when the City quit claim deeded approximately 10.40 acres of property to Western Savings and Loan Association, which property was originally included under the Land Purchase Agreement. Apparently when Edelweiss Development Limited Company purchased the 3.14 acres it did not obtain title insurance and thus the cloud of title was not discovered at that time. Edelweiss Development Limited Company is in the process of attempting to market and sell the vacant land and the issue of the cloud of title has been discovered and is being sought to be corrected by the City executing a quit claim deed in favor of Edelweiss Development Limited Company. This action is simply clearing the cloud that currently remains on Edelweiss Development Limited Company's property.

BUDGET IMPACT: None.

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

- I move to approve the execution of the Quit Claim Deed to Edelweiss Development Limited Company and direct the Mayor to execute the necessary documents.

at the request of Pioneer Title Agency, Inc.

When recorded mail to

**Edelweiss Development Limited
Company
7240 W 98th Terr
Overland Park, KS 66212**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 801-13-003D

QUIT CLAIM DEED

For consideration of Ten Dollars, and other valuable considerations, I or we,

City of Page, an Arizona municipal corporation, who acquired title as Page, Arizona, a municipal corporation

hereby quit-claim to

Edelweiss Development Limited Company, a Kansas limited liability company

all right, title or interest in the following real property situated in Coconino County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Exempt from an Affidavit of Value pursuant to ARS 11-1134 A1.

This is the Payoff Deed for the Agreement for Sale recorded July 26, 1989 Docket 1290 Page 143.

Dated: September 23, 2015

City of Page, an Arizona municipal corporation,
who acquired title as Page, Arizona, a
municipal corporation

William R. Diak, its mayor
State of Arizona }
 } ss.
County of Coconino }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by William R. Diak, mayor of City of Page an Arizona municipal corporation, who acquired title as Page, Arizona, a municipal corporation.

NOTARY PUBLIC
My commission expires:

Exhibit A

A portion of a parcel of land as described in Docket 1009, Page 563, records of Coconino County, Arizona, situated in the Northwest quarter of Section 30, Township 41 North, Range 9 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest lot corner of Lot 1, TOWER BUTTE ESTATES, UNIT 1, as shown on the plat thereof, recorded in Case 3, Map 149, records of Coconino County, Arizona;

Thence North $66^{\circ} 50' 56''$ East, along the South Lot line, a distance of 133.14 feet to the West right of way line of Rim View Drive, said point being a point on a non-tangent curve;

Thence Southeasterly along a curve to the left, having a central angle of $09^{\circ} 33' 50''$ and a radius of 180.00 feet, a distance of 30.05 feet, the chord of said curve bears South $24^{\circ} 41' 03''$, a distance of 30.01 feet;

Thence North $66^{\circ} 50' 56''$ East, a distance of 518.72 feet (Record: 519.83 feet) to a point of curvature;

Thence Southeasterly, along a curve to the right, having a central angle of $86^{\circ} 35' 40''$ and a radius of 20.00 feet, a distance of 30.23 feet (Record: Delta = $86^{\circ} 32' 18''$, Length = 30.21 feet) to a point of reverse curve on the West right of way line of Navajo Drive;

Thence Southeasterly along a curve to the left, having a central angle of $04^{\circ} 47' 35''$ and a radius of 1953.86 feet, a distance of 163.45 feet, the chord of said curve bears South $28^{\circ} 57' 11''$ East, a distance of 163.40 feet;

Thence South $66^{\circ} 50' 56''$ West, a distance of 725.77 feet to a point on the Westerly boundary line of the parcel described in Docket 1009, Page 563, records of Coconino County, Arizona;

Thence North $56^{\circ} 08' 21''$ West, a distance of 77.79 feet (Record: North $56^{\circ} 05' 22''$ West);

Thence North $05^{\circ} 14' 25''$ East, a distance of 166.10 feet (record: North $05^{\circ} 13' 53''$ East, a distance of 166.40 feet) to the POINT OF BEGINNING.

EXCEPTING THEREFROM all minerals reserved to the Navajo Tribe by the Act of September 2, 1958 (72 Stat. 1686).

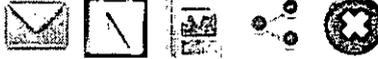
Enter Search Here



Search Results

Parcel Details

Parcel 80113003D



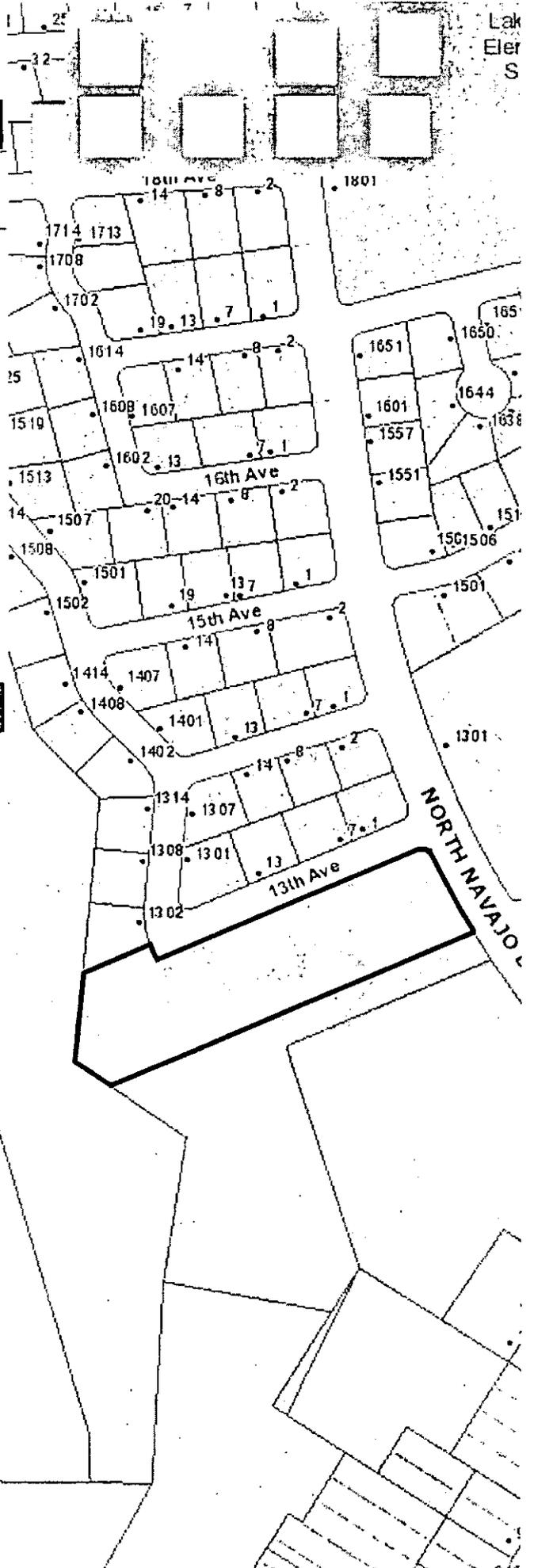
Parcel Number: 80113003D
 Account Number: R0029771
 Parcel Address: -
 Owner: U S A ; EDELWEISS DEVELOPMENT LTD CO *
 Mailing Address: 7255 W 98TH TERR BLDG 5 STE 150 OVERLAND PARK, KS 66212
 Platted Subdivision: -
 Lot: -
 Area: 3.14 A
 Last Sale Date: -
 Last Sale Price: -
 Value Summary: [Link to Assessor's Value Summary](#)
 Parcel Details: [Link to Assessor's Parcel Details](#)
 Tax Summary: [Link to Treasurer's Page](#)

Property

Districts

Tax Info

Permits



Lat/Long. 36.92517-111.4627

100m

300ft



Request for City Council Action

Title:	Request to accept Delivery of donated Boat from Arizona Game and Fish		
Meeting Date:	October 14, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Page Police Department	Supporting Documents:	Bill of Sale
Prepared By:	Chief of Police, F.Balkcom	Presented By:	Joe Estes , City Attorney
Reviewed By:		Approved By:	J. Crystal Prentice, City Manager
Proposed Action:	Motion to accept delivery of donated Boat from Arizona Game and Fish.		

BACKGROUND:

Presentation to City Council for approval of accepting a donated 19'8" Boston Whaler patrol boat, 225 Mercury Optimax motor and Boat Master trailer for the utilization of performing Water Patrol Operations and Boating While under the Influence Safety Operations in the City of Page/ Lake Powell jurisdiction. The Page Police Department has responded to Fights and Disturbances at the Chain Area that is located within the jurisdiction of the Page Police Department. There has been more than one occasion where person/s that had been arrested have been walked up the hillside while in handcuffs putting the Officer and suspect/s in danger of falling. The acceptance of the vessel and trailer will allow Officer Bill Schuldies, who is already Boat certified to maneuver the vessel to the beach area and place the suspect/s in the boat for transportation to a safe unloading area.

BUDGET IMPACT:

Minimal, gas for operating vessel and maintenance.

ALTERNATIVES CONSIDERED:

Continue to request support from Coconino County Sheriff's Office and National Park Service.

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Move to accept delivery of the donated 19'8" Boston Whaler patrol boat, 225 Mercury Optimax motor and Boat Master Trailer for the utilization of performing Water Patrol Operations



Arizona Game And Fish Department
 5000 West Carefree Highway
 Phoenix, Arizona 85086

BILL OF SALE

EQUIPMENT TRANSFERRED TO:

TO:

Transfer to Surplus Property SP101 Authority # 16-0387

Transfer to ADOA- Risk Mgmt
 Risk Claim # Scott W. Page
 AGFD Officer- Release Agent

Other Transfer to Page PD _____
 Signature of transferee Date

EQUIPMENT DESCRIPTION

ASSET NUMBER: F4941 and F4941-1
 MANUFACTURER: Boston Whaler and Boat Master bt
 VEHICLE ID NUMBER: trailer- 42XBG1924YF009192
 HULL ID NUMBER (boat): BWCYB037D101 Length Ft. 19 Inches 8
 YEAR MANUFACTURED: 2001 boat and trailer

* If watercraft has an engine, please provide information from engine below.

ASSET NUMBER(S): 26777
 MANUFACTURER(S): Mercury
 MODEL NUMBER(S): 225 Optimax
 SERIAL NUMBER(S): 1B312347

Seal Here



[Signature]
 Signature of Seller/Sellers
9/30/15
 Date

[Signature]
 Notary Public
9/30/15
 Date

EQUIPMENT Transferred TO:

Buyer Name	_____	Date of Sale	_____
Buyer Signature	_____	Sales Price	_____
Address	_____	Tax	_____
City, State, Zip	_____	Total Price	_____



Request for City Council Action

Title:	Amendments to 3-5-5 of the Code of the City of Page, Lease of City Property		
Meeting Date:	October 14, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
Originating Department:	City Attorney	Supporting Documents:	Ordinance 626-15
Prepared By:	City Attorney	Presented By:	City Attorney
Reviewed By:	City Attorney	Approved By:	City Attorney
Proposed Action:	Adoption of Ordinance No. 626-15 to amend certain provisions of Code 3-5-5, Lease of City Property.		

BACKGROUND: During the Work Session on September 23, 2015, the Mayor and Council discussed certain amendments to City Code 3-5-5, Lease of City Property. Such amendments included: (1) changing the publication requirements from three (3) weeks to two (2) weeks for publications in a weekly paper; (2) requiring the proposed tenant of a lease to pay for the publication costs; and (3) to establish exemptions from the publication requirement and objections for airport hanger leases and other leases of nominal value. The proposed Ordinance incorporates the discussed changes and sets forth a policy statement that public land or buildings shall be leased in a way that maximizes the value of City assets, promotes activities and uses that are in the overall best interest of the city and are consistent with the General Plan.

BUDGET IMPACT: Varies - savings of costs of publication for negotiated lease agreements.

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

- I move to introduce Ordinance No. 626-15 by title only for its first reading.
- I move to pass Ordinance No. 626-15 to its second reading.

ORDINANCE NO. 626-15

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING CHAPTER 3, ARTICLE 5, SECTION 5, LEASE OF CITY PROPERTY, OF THE CODE OF THE CITY OF PAGE, ESTABLISHING A POLICY STATEMENT, AMENDING THE PUBLICATION REQUIREMENTS, ASSESSING PUBLICATION COSTS TO PROPOSED TENANTS AND ESTABLISHING CERTAIN EXEMPTIONS FOR LEASES OF NOMINAL VALUE.

WHEREAS, the City of Page has established certain requirements for the lease of City property as set forth in 3-5-5 of the Code of the City of Page;

WHEREAS, the Mayor and Common Council have determined that it would be in the best interest of the City of Page to amend the publication requirements for the lease of City property and require proposed tenants to pay such publication costs; and

WHEREAS, the Mayor and Common Council have further determined it would be in the best interest of the City of Page to establish certain exemptions from the publication requirement and objections for airport hanger leases and other leases of nominal value.

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

Section 1: That Chapter 3, Article 5, Section 5 of the Code of the City of Page entitled "Lease of City Property," is hereby amended and adopted as follows:

Section 3-5-5 Lease of City Property

IT IS THE POLICY OF THE CITY OF PAGE THAT PUBLIC LAND OR BUILDINGS SHALL BE LEASED IN A WAY THAT MAXIMIZES THE VALUE OF CITY ASSETS, PROMOTES ACTIVITIES AND USES THAT ARE IN THE OVERALL BEST INTEREST OF THE CITY, AND ARE CONSISTENT WITH THE GENERAL PLAN. The Council may lease any land or buildings now or hereafter owned by the City of Page on such terms and conditions, including an option to purchase, as the Council may prescribe by public auction, sealed bids or negotiation. All leases made pursuant to public auction or sealed bids shall be made to the highest responsible bidder at the highest rental bid, after notice thereof in accordance with Section 3-5-2(B) herein, stating explicitly the time and conditions of the

proposed lease. The Council may, in its discretion, reject any and all bids.

All leases made pursuant to negotiation shall be approved by resolution of the Council. Prior to the approval and execution of such a lease, the Council shall publish in a paper of general circulation in the City of Page, a Notice of Intent to Lease City Property once each week for ~~three (3)~~ TWO (2) consecutive weeks if in a weekly paper, with not less than ~~thirteen (13)~~ SIX (6) days intervening between the first and last publication and if in a daily paper, ~~six (6)~~ four (4) consecutive times. The City Clerk shall also post a copy of the notice in at least three (3) public places in the City. The notice shall, at a minimum, contain the names of the parties to the proposed lease, a general and legal description AND ADDRESS of the property to be leased, the proposed use of the property, the term of the lease, and the rental amount of the proposed lease. THE COST OF PUBLICATION SHALL BE PAID BY THE PROPOSED TENANT OF THE LEASE. AIRPORT HANGER LEASES AND OTHER LEASES OF NOMINAL VALUE, WHICH SHALL BE DEEMED LEASES OF LESS THAN \$2,000.00 OF ANNUAL LEASE REVENUE, ARE EXEMPT FROM THE PUBLICATION REQUIREMENTS AND ARE NOT SUBJECT TO OBJECTION AS SET FORTH HEREIN.

In the event the City receives a written objection to the award of a negotiated lease, within ~~fifteen (15)~~ SEVEN (7) days from the first date of the publication, the lease shall not be approved and may only be awarded after public auction or sealed bids. All notices of intent to lease shall contain the information regarding written objections and the manner therefore.

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

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

Ordinance No. 626-15
Page 3

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Request for City Council Action

Title:	Arizona Department of Liquor Licenses and Control Application for a Special Event License for Page Animal Adoption Agency (Balloon Regatta Vendor Fair)		
Meeting Date:	October 14, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	City Clerk's Office	Supporting Documents:	Application
Prepared By:	Kim Larson, City Clerk	Presented By:	Mayor Diak
Reviewed By:		Approved By:	
Proposed Action:	Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event License for Page Animal Adoption Agency (Balloon Regatta Vendor Fair)		

BACKGROUND:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for an a Special Event License from the Page Animal Adoption Agency for the 2015 Balloon Regatta Vendor Fair.

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

BUDGET IMPACT: N/A

ALTERNATIVES CONSIDERED: N/A

ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event License for Page Animal Adoption Agency (Balloon Regatta Vendor Fair).



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

FOR DLLC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

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

SECTION 1 Name of Organization: Page Animal Adoption Agency

SECTION 2 Non-Profit/IRS Tax Exempt Number: 26-1708518

SECTION 3 The organization is a: (check one box only)
 Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

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

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

SECTION 7 Location of the Event: Parking lot next to National Bank of AZ
 Address of Location: 649 Elm St. Page Cocaina AZ 86040
Street City COUNTY State Zip

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

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

- Applicant: Sanderson Kevin "Hoss" 06/25/57
Last First Middle Date of Birth
- Applicant's mailing address: PO Box 582 Page Arizona 86040
Street City State Zip
- Applicant's home/cell phone: (428) 640-3515 Applicant's business phone: (428) 660-8593
- Applicant's email address: hossanderson@yahoo.com

SECTION 10

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

Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name Page Animal Adoption Agency Percentage: 25%
 Address 719 Tunnel Rd. - Box 3907 Page AZ 86040
Street City State Zip

Name Into the Grand Percentage: 75%
 Address 148 6th Ave Page AZ 86040
Street City State Zip

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

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

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

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

Number of Police 2 Number of Security Personnel _____ Fencing Barriers

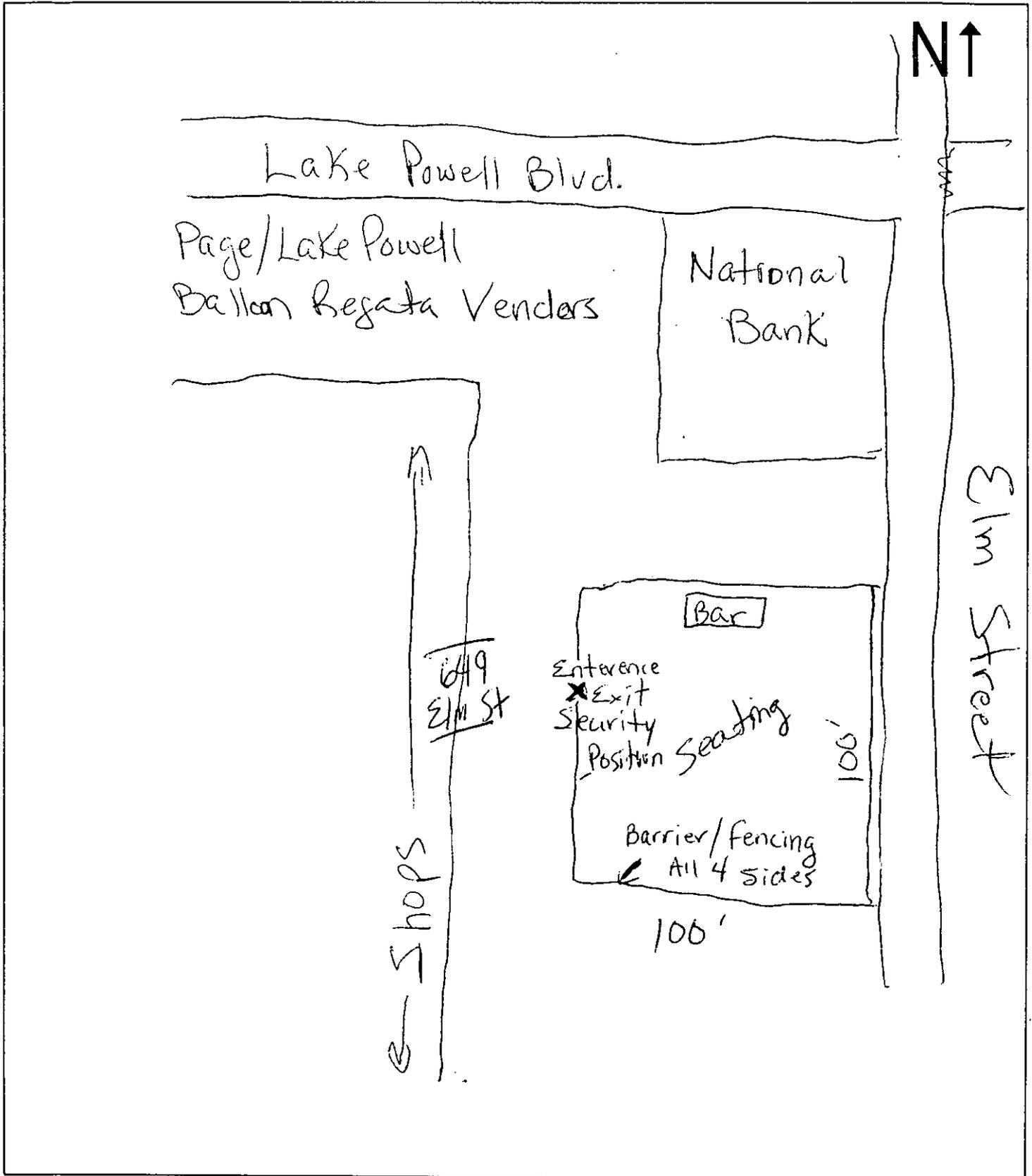
Explanation: The area for the beer garden will be fenced on all sides with only one entrance/exit point which will be staffed at all times with security personnel.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11/7/15</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>11:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



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

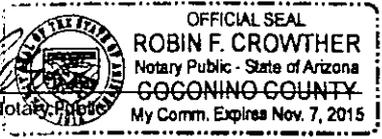
I, Natalie Ferrucio declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print Full Name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X [Signature] Director 10.1.15 480-205-0585
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1 October 2015
Day Month Year

State Arizona County of Cocconino

My Commission Expires on: 11-7-15
Date

[Signature]
Signature of Notary Public


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

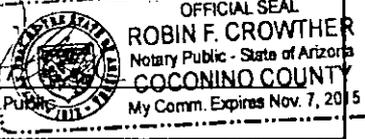
I, Kevin Hess Sanderson declare that I am the APPLICANT filing this application as
(Print Full Name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

X [Signature] member 10/1/15
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 1 October 2015
Day Month Year

State Arizona County of Cocconino

My Commission Expires on: 11-7-15
Date

[Signature]
Signature of Notary Public


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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Request for City Council Action

Title:	South Central Communications GPON Fiber/Wireless Agreement.		
Meeting Date:	October 14, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Information Technology	Supporting Documents:	Master Service Agreement and Sales Order
Prepared By:	Michael Bergner	Presented By:	Crystal Prentice
Reviewed By:	City Manager	Approved By:	
Proposed Action:	Approve the GPON Fiber/Wireless Agreement from South Central Communications.		

BACKGROUND: The City of Page will be switching internet providers from Cable One to South Central Communications. This switch is needed due to Cable One not being able meet the City's requirements for Internet Service bandwidth to perform even the basic of day to day needs. This lack of bandwidth has affected City operations in all areas including but not limited to EMS and Public Safety, Page Library, Email and Cloud Application Services. This agreement will provide internet access to the City at four primary locations with secondary locations to be serviced through the City's internal network infrastructure. The four primary locations are Page City Hall, Public Safety, Page Public Library and the Community Center. The agreement term with South Central Communications for Fiber / Wireless services will be for 3 years. Refer to the attached Sales Order for the breakdown on bandwidth allotment and costs. South Central Communications is currently installing the equipment to provide the services, which should be available in approximately the next 75 - 90 days.

BUDGET IMPACT: The total fiscal impact will be an additional \$300.00 per month above the current ISP expenditures budgeted. This will cost the current FY 2015/2016 budget approximately \$1,800.00. The total projected cost for the FY 2016/2017 budget would be approximately \$10,800.00, which is an increase of \$3,600.00. The funds have been budgeted under IT Utility Services 10-455-2404 for the FY 2015/2016 budget.

STAFF RECOMMENDATION: I move to approve the GPON Fiber/Wireless Agreement from South Central Communications



South Central Communications
 PO Box 555 Escalante, UT 84726
 435-826-4211

Master Service Agreement: SCC MSA GPON FIBER/WIRELESS 3-YR

Term of Service: 3 Year

CUSTOMER INFORMATION			
Business Name: City of Page		Authorized Person: Mike Bergner	
Billing Address: PO BOX 1180		Title: IT Director	
		New Installation Address: See GPON FIBER/WIRELESS Section	
City: Page	State: Arizona	Zip: 86040	City: Page State: Arizona Zip: 86040
Billing Contact Name: Mike Bergner		Phone #: 928-660-1484	
Billing Contact Email: mike@cityofpage.org		Technical Contact Name: Mike Bergner Phone #: 928-660-1484	
		Technical Contact Email Address: mike@cityofpage.org	

GPON FIBER/WIRELESS		
	SPEED	PRICE
City Hall (697 Vista Avenue)	10/2 Mbps	\$150
Public Safety (808 Copper Mine)	10/2 Mbps	\$150
Comm. Center (699 S Navajo Drive)	10/2 Mbps	\$200*
Public Library	25/3 Mbps	\$400
TOTAL MONTHLY PRICE:		\$900
*Community Center at 699 S Navajo Drive for \$200 per month includes Public Access fee.		

INTERNET
INCLUDED IN GPON FIBER/WIRELESS

The above named Customer hereby orders the Services shown herein for the costs and term indicated above subject to the terms and conditions of the Master Service Agreement (MSA) between Customer and South Central Communications (SCC). The person executing this Service/Customer Order hereby swears and warrants by his/her signature affixed hereon that s/he is duly authorized and has the full legal capacity to order said Services on behalf of Customer and to contractually bind Customer to the costs and terms of this Service Order. This Service Order, its attachments and Customer's related MSA and Service Schedule together comprise the entire agreement of the parties in regard to the Services ordered by Customer under Service Order and there are no other agreements or representations of the parties of any kind that are contingent hereto or that are not expressly stated herein. This Service Order shall become binding only upon written acceptance by an officer of SCC authorized to endorse and accept such Service Orders. **Order is subject to an agreed to MSA and Service Schedule.** Price does not include applicable taxes and/or fees.

Customer Signature _____

South Central Communications GPON Fiber/Wireless:

Total Monthly Recurring Charge for all 4 locations is \$900.

Pricing based on 3 year agreement.

In order to expand our wireless network customer agrees to allow South Central Communications to install equipment to broadcast and receive wireless internet.

All sales subject to site survey.

Sales Agent: Terrence Mitchell Date:

SOUTH CENTRAL COMMUNICATIONS GPON
FIBER/WIRELESS AGREEMENT
TO FOLLOW

PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: October 14, 2015

DATE: October 1, 2015
TO: Honorable Mayor Bill Diak & Page City Council
FROM: Bryan Hill P.E., General Manager
SUBJECT: Salt River Project (SRP) – Page Utility Enterprises (PUE) Communications Master Agreement.

SUMMARY/RECOMMENDATIONS:

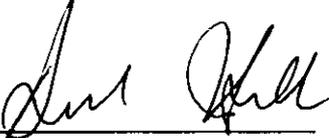
Page Utility staff has been in negotiations with SRP to work cooperatively to extend fiber optic network infrastructure to Page Arizona for PUE and SRP facilities. This agreement represents two electric utility entities working cooperatively to meet their common infrastructure needs. This agreement will allow SRP to compensate PUE for the cost to construct a point to point fiber optic interconnection from Buckskin Mountain Utah to Grenehaven Arizona. PUE will in turn construct point to point fiber from PUE Headquarters to Grenehaven, AZ, grant sole use of 12 fibers point to point fiber optic interconnection infrastructure from PUE Headquarters to the eastern Page Corporate Boundaries, provide SRP rack space within PUE facilities for SRP communication equipment, Page to provide SRP small ground space at the eastern corporate boundary for their communication equipment. SRP will then be a direct customer with South Central Communications.

At the October 13, 2015 regularly scheduled Board meeting, the PUE Board reviewed the agreement staff's and recommendation. The Board's recommendation to Page City Council will be communicated.

ATTACHMENT: Communications Master Agreement

SUGGESTED MOTION:

I move to Authorize the General Manger of Page Utility Enterprises to enter into the Communications Master Agreement, as presented, with Salt River Project.



Bryan Hill, PE
General Manager

**COMMUNICATIONS
MASTER AGREEMENT
BETWEEN
THE CITY OF PAGE / PAGE UTILITY ENTERPRISES
AND
SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

**COMMUNICATIONS
MASTER AGREEMENT**

Table of Contents

1. PARTIES	1
2. SCOPE	1
3. AGREEMENT	1
4. EFFECTIVE DATE AND TERM	1
5. FUNDING	2
6. ENGINEERING AND CONSTRUCTION	2
7. OPERATION AND MAINTENANCE	2
8. USE OF FACILITIES	3
9. JOINT USE OF POLES	3
10. AUTHORIZED REPRESENTATIVES	3
11. NOTICES	4
12. FAILURE TO PERFORM	4
13. DISPUTES	5
14. INDEMNIFICATION	5
15. ASSIGNMENT	5
16. WAIVER	6
17. UNCONTROLLABLE FORCES	6
18. NO THIRD PARTY RIGHTS	6
19. SEVERABILITY	7
20. LAWS AND REGULATIONS	7
21. GOVERNING LAW	7

22. ATTORNEY'S FEES AND COSTS..... 7

23. ENTIRE AGREEMENT..... 7

24. SIGNATURE CLAUSE 87

Exhibit A - Greenhaven and City of Page Communication Sites9

**COMMUNICATIONS
MASTER AGREEMENT**

1. PARTIES

The Parties to this COMMUNICATIONS MASTER AGREEMENT (Agreement) are: THE CITY OF PAGE, an Arizona municipal corporation, doing business for purposes of this Agreement through PAGE UTILITY ENTERPRISES (collectively, PAGE), and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), hereinafter referred to collectively as "Parties" and individually as "Party".

2. SCOPE

The Parties mutually desire to facilitate the exchange of communications resources between each other to provide economical backup for critical traffic, cost-effective extension of existing communication networks, and to avoid construction of parallel communications systems to the same areas. This Agreement is intended to serve as a master agreement to accomplish such mutually beneficial resource exchanges and is intended to allow for the attachment of one or more exhibits for future resource exchanges without the need to renegotiate the major principles of this Agreement. Specific details of the resources to be exchanged will be identified in Exhibit(s) attached hereto.

3. AGREEMENT

In consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

4. EFFECTIVE DATE AND TERM

When duly executed and delivered on behalf of the Parties, this Agreement shall be effective as of _____ and shall continue in effect for a period of ten (10) years, unless canceled by either Party at its sole discretion, all or in part, three (3) years after receipt of written notice to the other Party. Renewal for additional five (10) year terms may be accomplished by written agreement by both

Parties to this Agreement. This Agreement may be modified to incorporate additional exchanges of communications resources having specific term and cancellation provisions by attachment of new exhibits approved by both Parties.

5. FUNDING

- 5.1 Each Party shall pay for the additional facilities required on its own system to support the exchange of communications resources specified in the Exhibit(s) attached hereto.
- 5.2 If the exchange is not essentially equal, as mutually determined by the Authorized Representatives, the Party requiring the greater resources shall compensate the other Party with a portion of the implementation costs necessary to rectify the inequity. The amount of such compensation shall be mutually agreed upon by the Authorized Representatives.
- 5.3 Each Party shall be responsible for the ongoing operation and maintenance costs of its own communications system.

6. ENGINEERING AND CONSTRUCTION

- 6.1 Each Party shall be responsible for the engineering and construction of its own facilities which are necessary to support the exchange of communications resources.
- 6.2 Each Party shall have the right to review the engineering design of the other Party's communications resources and the right to inspect the completed construction to confirm expected system reliability.

7. OPERATION AND MAINTENANCE

- 7.1 Each Party shall be responsible for the ongoing operation and maintenance of its own facilities which are necessary to support the exchange of resources, and shall be obligated to provide timely diagnostic testing and service restoration of failures or conditions that impair communications service for the other Party.
- 7.2 Each Party shall maintain communications equipment provided for the other Party with the same priority extended to that portion of the communications equipment required for its own use.

8. USE OF FACILITIES

- 8.1 Neither Party shall use the other Party's facilities in violation of this Agreement, or in violation of any law, rule, regulation or other order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to either Party's system.
- 8.2 Neither Party shall do or permit anything to be done with respect to the other Party's facilities that would invalidate or conflict with any insurance policies maintained by the other Party.
- 8.3 Unless otherwise agreed in writing, neither Party shall use the facilities of the other Party for any purpose other than internal communications of the originating Party, communications from one Party to the other, or communications carried on behalf of a third party holding a contract, lease or other legally binding right to use the facilities of a Party for communication purposes.

9. JOINT USE OF POLES

This Agreement is intended to govern the relationship between the Parties with regard to communications resources and it is not intended to address the joint use of poles. To the extent that any joint use of the other Party's poles is required to install communications resource, the rights and obligations of the Parties with regard to joint use of poles, including but not limited to make ready costs and attachment fees, shall be set forth in a separate agreement.

10. AUTHORIZED REPRESENTATIVES

Each Party shall designate an Authorized Representative and an alternate to act in absence of the Authorized Representative. Such Authorized Representative shall be authorized by the Party designating such person to act on its behalf in carrying out those provisions of this Agreement designated to be responsibilities of the Authorized Representative. Each Party shall notify the other Party within thirty (30) calendar days after execution of this Agreement of the designation of its Authorized Representative and alternate and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives of the Parties shall have no authority to modify any of the provisions of this Agreement except as designated herein.

11. NOTICES

Any notice which is permitted or required under this Agreement shall be given in writing and shall be made in person or sent by FAX, overnight delivery, by certified or registered mail, postage prepaid, and addressed as follows, or to such other such address or designee as either Party shall so notify the other; provided, if notice is given by FAX a confirmation copy shall be delivered or mailed as provided herein:

City of Page

Attention: Bryan Hill
Phone: 928-645-2637
Fax: 928-645-5322

If in person: 640 Haul Rd.
Page, AZ 86040

If by mail: 640 Haul Rd.
P.O. Box 1955
Page, AZ 86040

SRP

Attention: Director, Telecommunications Systems
Phone: (602) 236-2276
Fax: (602) 236-2625

If in person: 101 W. Operations Dr.
Tempe, AZ 85281

If by mail: P.O. Box 52025
Phoenix, AZ 85072-2025

12. FAILURE TO PERFORM

If either Party is unable to provide the specified communications resources within 24 months of the specified date, it shall provide the other Party with compensation for costs

to provide the resources specified in the applicable Exhibit to this Agreement. The amount of such compensation shall be mutually agreed upon by Authorized Representatives and shall not include charges for on-going usage or for damages of any nature.

13. DISPUTES

Any controversy or claim (except personal injury or property damage) relating to this Agreement which may arise between the Parties, and which is not resolved by the Authorized Representatives of the Parties, shall be noticed in writing by the complaining Party and shall subsequently be reviewed and discussed between the appropriate executive officers of each Party as a condition precedent to any litigation.

14. INDEMNIFICATION

14.1 Each Party shall indemnify and hold harmless the other Party, its directors, officers, agents and employees from and against any and all claims or causes of action, including claims or causes of action based on negligence, brought by an agent, employee, or customer of the indemnifying Party for death, personal injury, or loss or damage to property, whether direct, indirect or consequential, related to the activities undertaken by the indemnified Party within the scope of this Agreement. Additionally, each Party releases any and all claims or causes of action, including but not limited to claims or causes of action resulting from the negligence of either or both Parties, that the releasing Party may have or incur against the other Party due to (i) the death of or injury to or the loss of or damage to property of the releasing Party's agents or employees or (ii) any physical damage to the releasing Party's property, if such claims or causes of action arise or result from activities undertaken within the scope of this Agreement.

14.2 The provisions of this Section shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of any valid insurance policy of either Party.

15. ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their successors or assigns (whether such successors or assigns be by voluntary transfers or operation of law), to the same extent as though such successors and assigns were the

original parties hereunder; provided, however, that no transfer or assignment of this Agreement or the rights or obligations of either Party hereunder shall be made without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

16. WAIVER

The waiver by either Party of any breach of any term, covenant or condition herein contained in this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. Failure by either Party to require or exact full and complete compliance with any part of this Agreement shall not be construed as changing the terms of this Agreement and shall not prevent either Party from enforcing any provision of this Agreement.

17. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of its obligations hereunder when a failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not limited to, failure of or threat of failure of facilities, flood, radioactive contamination, earthquake, storm, volcanic eruption, geohydrologic subsidence, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, subversion, governmental priorities, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved.

18. NO THIRD PARTY RIGHTS

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.

19. SEVERABILITY

If any provision of this Agreement is found by any court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and such remaining terms, covenants, and conditions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. LAWS AND REGULATIONS

Each Party and its employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

21. GOVERNING LAW

This Agreement and the rights and obligations hereunder shall be construed in accordance with the laws of the State of Arizona. Any court action arising under this Agreement shall be initiated and prosecuted in a state or federal court in Maricopa County, Arizona.

22. ATTORNEY'S FEES AND COSTS

In any legal action or arbitration brought to enforce or interpret the terms or scope of this Agreement, the prevailing Party shall be entitled to recover from the other Party all court or arbitration costs and its reasonable attorneys' fees incurred in the action.

23. ENTIRE AGREEMENT

Except as provided for in the separate Exhibits, this Agreement embodies the entire agreement between PAGE and SRP. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes to any of the provisions of the Agreement shall not be valid unless reduced to writing and signed by both Parties.

24. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the ____ day of _____, 20__.

THE CITY OF PAGE / PAGE UTILITY
ENTERPRISES

Name, Title, Date

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

Chris Campbell, Director

Date

Telecommunication Systems

Greenehaven and City of Page Communication Sites
Detailed Description of Resource Exchange

THE CITY OF PAGE/PAGE UTILITY ENTERPRISES (PAGE) and Salt River Project (SRP) desire to share communications facilities in and around Page, Arizona for the mutual benefit of both parties under this exhibit attached to the Communications Master Agreement between both parties:

PAGE will provide SRP 12 strands of dark fiber from PAGE Waste Water Treatment facility to the eastern corporate boundary of the City of Page at a location specified by SRP. If needed by SRP, Page will provide space, pad, power and pole (not to exceed 15ft) at the eastern boundary location for microwave link equipment.

PAGE will provide space in its building at Page Waste Water Treatment facility and main telecommunications for installation of SRP's fiber optic equipment and 48 VDC power for this equipment. SRP network equipment will occupy one (1) standard 19" relay rack. SRP's network equipment will consume no more than 10 Amps of current provided by PAGE's -48 VDC power system.

SRP agrees to reimburse PAGE for any build-out costs associated with the fiber extension from Buckskin Mountain to Greenehaven wherein payment for extension services need to be paid prior to SRP/NGS' budget cycle which commences on 01 January 2016 (the "Build-Out Costs").

SRP shall have no right, title or interest in the fiber extension from Buckskin Mountain, Utah, to Page, Arizona, and shall not claim any such interest.

PAGE agrees to use its best efforts (whether acting along or through a third party) to obtain and maintain in full force and effect for and during the term of this Agreement, all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively "Required Rights") that are necessary to permit construction, installation, and maintenance of the fiber extension from Buckskin Mountain, Utah, to Page, Arizona. PAGE'S performance under this Exhibit A is conditioned on PAGE having the Required Rights whether directly or through a third party. If this condition is not met, SRP shall not impose or seeks damages under Section 12 of the Master Agreement. SRP's sole recourse shall be to seek reimbursement from PAGE of the Build-Out Costs.

SRP will be responsible for its own leased services from any service provider(s) beyond its demarcation point with PAGE.

PAGE UTILITY ENTERPRISES

Name, Title Date

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

Chris Campbell, Director Date
Telecommunication Systems

PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: October 14, 2015

DATE: October 1, 2015
TO: Honorable Mayor Bill Diak & Page City Council
FROM: Bryan Hill P.E., General Manager
SUBJECT: South Central Communications (SCC) – PUE Fiber Optic Infrastructure extension agreement.

SUMMARY/RECOMMENDATIONS:

Page Utility staff has been in negotiations with SCC to extend fiber optic network infrastructure to Page Arizona. This agreement will cause to construct a point to point fiber optic interconnection from Buckskin Mountain Utah to Grenehaven Arizona. Additionally, this agreement will allow SCC to assist with the construction costs of Page Utility Enterprise's (PUE) point to point fiber optic interconnection infrastructure from PUE Headquarters to Grenehaven. The combination of these two projects working together (as outlined in this agreement) will allow for Broadband fiber optic interconnection for the Electric Utility and others in Page.

At the October 13, 2015 regularly scheduled Board meeting, the PUE Board reviewed the agreement staff's and recommendation. The Board's recommendation to Page City Council will be communicated.

Funding for this project is provided by the Council approved budget (PUE Electrical Fund 50 Budget FY15/16) 'Fiber Right of Way Buckskin to Grenehaven' GL 50-500-9600.

ATTACHMENT: Agreement

SUGGESTED MOTION:

I move to Authorize the General Manger of Page Utility Enterprises to enter into the Network Extension Build Agreement, as presented, with South Central Communications, INC. and authorizing payments as specified in the agreement totaling \$1,310,359.00.



Bryan Hill, PE
General Manager

NETWORK EXTENSION BUILD AGREEMENT
South Central Communications, Inc. and the City of Page, Arizona

This Network Extension Build ("Agreement"), is made this _____ day of _____, 2015, by and between **SOUTH CENTRAL COMMUNICATIONS, INC.**, ("SCC"), and the **CITY OF PAGE, COCONINO COUNTY, ARIZONA**, a municipal corporation of the State of Arizona ("PAGE"). (SCC and PAGE may be referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS

A. SCC has built and is operating an independent fiber optic network in Kane County, Utah (the "SCC Network").

B. PAGE, through its municipal utility Page Utility Enterprises ("PUE") desires to build an independent fiber optic network to and in Page, Arizona (the "PUE Network") in order to improve and enhance Broadband access for the citizens and businesses of the PUE and the citizens and business of PAGE.

C. SCC and PAGE desire to connect the PUE Network to the SCC Network in Greenthaven, Arizona.

D. In order to complete this interconnection, PAGE plans to extend the PUE Network by constructing a "point to point" fiber optic interconnection from Page, Arizona to Greenthaven, Arizona; and SCC plans to extend the SCC Network by constructing a "point to point" fiber optic interconnection from the point designated as Buckskin Mountain, Utah ("Buckskin") to Greenthaven, Arizona.

E. The parties now desire to enter into this agreement for their mutual benefit and hereby covenant and agree as follows, in consideration of the promises contained herein, for themselves, their successors, and assigns.

I. NETWORK EXTENSIONS

1. Design.

(a) Design of SCC Network Extension. SCC will design the extension of the SCC Network from Latitude N37 08' 46.87", Longitude W112 04' 00.00" Buckskin, Utah to Latitude N36 59' 44.01", Longitude W111 33' 53.89" in Greenthaven, Arizona ("SCC Buckskin-Greenthaven Interconnect"). The SCC Buckskin-Greenthaven Interconnect shall be built as a "point to point" topology and be connected as extension points of the SCC Network in Kane County, Utah to the locations set forth in Exhibit "A-1" hereto.

(b) Design of PUE Network Extension. PAGE will design the extension of the PUE Network from Latitude N36 59' 44.01", Longitude W111 33' 53.89" in Greenthaven, Arizona to the Page Power Corporate Building located at 640 Haul Road in Page, Arizona ("PUE Greenthaven-Page Interconnect"). The PUE Greenthaven-Page Interconnect shall be built as a "point to point" topology and be connected as extension points of the PUE Network in Coconino

County, Arizona to the locations set forth in Exhibit "A-2" hereto.

The SCC Buckskin-Greenehaven Interconnect and the PUE Greenehaven-Page Interconnect may collectively be referred to as the "Fiber Route".

2. Construction.

(a) Construction of the SCC Buckskin-Greenehaven Interconnect. SCC shall construct the SCC Buckskin-Greenehaven Interconnect in a manner substantially consistent with previously constructed network extensions, and in accordance with the applicable Technical Requirements contained in Exhibit "B". SCC shall install fiber sufficient to provide any and all required bandwidth and/or traditional TDM services. Pursuant to SCC design, the network will be extended from the SCC Network at Latitude N37 08' 46.87", Longitude W112 04' 00.00" Buckskin to the locations as specified in Exhibit "A-1" hereto. Installation as designed and planned by SCC may include, but may not be limited to: boring and pulling of conduit; splicing of fiber into the SCC Network; pulling and lashing of fiber to poles or pulling through conduit and/or innerduct as necessary to connect to the buildings at the locations identified above; core-drilling to provide access to building interiors; sealing of fiber optic entry points for moisture protection; interior running of fiber as necessary to a termination location; and installation of termination point equipment, including a splice and termination box. In any event, the installation as designed, planned and constructed by SCC shall meet the applicable Technical Requirements contained in Exhibit "B".

(b) Construction of the PUE Greenehaven-Page Interconnect. PAGE shall construct the PUE Greenehaven-Page Interconnect in a manner substantially consistent with recognized telecommunications industry standards, and in accordance with the applicable Technical Requirements contained in Exhibit "B". PAGE shall install fiber, sufficient to provide IRU fibers to SCC as described in Section 6. SCC shall pay or reimburse PAGE for its proportionate share of fiber cost for the PUE Greenehaven-Page Interconnect. The total fiber cost for the PUE Greenehaven-Page Interconnect is \$0.87/foot. SCC's proportionate share is 24/96ths of the per foot costs. The estimated length of the PUE Greenehaven-Page Interconnect is 79800 feet. SCC shall also pay the loaded costs for any vaults and additional infrastructure that SCC requests on or in the PUE Greenehaven-Page Interconnect, as set forth on Exhibit "C". The parties agree that prior to commencement of construction, construction drawings for the PUE Greenehaven-Page Interconnect ("Construction Drawings") shall be prepared by PAGE, and reviewed and approved by SCC. SCC agrees to assist or consult with PAGE for the preparation of Construction Drawings. The Construction Drawings shall include the total number of fiber feet, and SCC's requests, if any, for additional infrastructure including the costs associated therewith. SCC shall have the right to review and approve the number of fiber feet and the additional infrastructure costs prior to incurring any liability therefor. Pursuant to PAGE design, the network will be extended from the PUE Network at Water Treatment Plant to the locations as specified in Exhibit "A-2" hereto. Installation as designed and planned by PAGE may include, but may not be limited to: boring and pulling of conduit; splicing of fiber into the PUE Network; pulling and lashing of fiber to poles or pulling through conduit and/or innerduct as necessary to connect to the buildings at the locations identified above; core-drilling to provide access to building interiors; sealing of fiber optic entry points for moisture protection; interior running of fiber as necessary to a termination location; and installation of termination point equipment, including a splice and termination box. In any event, the installation as designed, planned and constructed

by PAGE shall meet the applicable Technical Requirements contained in Exhibit "B".

3. Grant of Easement and Telecommunications Facilities.

a. Grant of Easement. PAGE shall provide to SCC an easement and right of way, in the form attached hereto as Exhibit "D" ("Grant of Easement. The Grant of Easement shall include a forty (40) feet by forty (40) feet parcel of land ("Lease Parcel") located on the Grantor's Property, near the Page Power Corporate Building, and the right of ingress and egress to and from the Lease Parcel (the "Ingress/Egress Route"). The Lease Parcel and the Ingress/Egress Route are hereinafter referred to as the "Easement Premises" and are more particularly described on the Grant of Easement Exhibit 2. The Grant of Easement shall permit SCC to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove such telecommunications facilities equipment and structures as Grantee may require including, but not limited to, wires, cables, conduits, inner duct, handholes, splice vaults, optical or electronic equipment, buildings, and related fixtures and facilities required for the transmission of voice, data, video, and other signals ("Telecommunications Facilities"), in, over, under, through, across and upon PAGE's property as more particularly described on the Grant of Easement Exhibit 1.

b. Term. The term of the Grant of Easement shall be co-terminous with the IRU Term ("Easement Term"), unless SCC determines in its sole discretion to terminate the Grant of Easement. SCC shall have the right to terminate the Grant of Easement on ninety (90) days' advance written notice to PAGE. In the event that SCC terminates the Easement Term, SCC shall work with PAGE to either remove the Telecommunications Facilities or transfer them to PAGE.

c. Insurance on Lease Parcel. During the Easement Term, SCC shall be responsible for obtaining and maintaining liability, property and casualty insurance for the Lease Parcel and the Telecommunications Facilities within SCC's general insurance coverage.

d. Consideration for Grant of Easement and Electricity. Consideration to be paid by SCC for the Grant of Easement is set forth in Section 4(e) below. SCC shall install a separate electrical meter for the Telecommunications Facilities and shall be responsible for all if its separate electricity costs. SCC shall also be responsible for providing back up electrical power, if needed, to the Telecommunications Facilities.

4. Consideration. In consideration of the mutual promises set forth below, each party agrees to construct the Fiber Route in accordance with the terms and conditions of this Agreement:

(a) Construction Fee. PAGE shall be responsible for all costs associated with construction of the PUE Greenthaven-Page Interconnect, except as specifically provided in Section 2(b) above. SCC shall charge PAGE a non-recurring fee ("NRC") to cover the cost of labor, equipment and material required to construct the SCC Buckskin-Greenthaven Interconnect. Said construction and termination fee shall be One Million Three Hundred Ten Thousand Three Hundred Fifty Nine Dollars (\$1,310,359.00) (the "Construction Fee").The Construction Fee shall be due and payable to SCC as follows:

(i) One-third (1/3) of the Construction Fee shall be due and payable by PAGE

upon execution of this Agreement; and

(ii) One-third (1/3) of the Construction Fee shall be invoiced to PAGE upon commencement of construction by SCC. PAGE shall pay such invoice to SCC within ten (10) days of the invoice date; and

(iii) The remaining one-third (1/3) of the Construction Fee shall be invoiced to PAGE upon completion and satisfactory acceptance testing of the SCC Buckskin-Greenehaven Interconnect pursuant to Section 8 below. PAGE shall pay such invoice to SCC within ten (10) days of the invoice date.

(b) Third Party Contract for Construction Fee. SCC agrees and acknowledges that PAGE may, at its option, enter into a contract with a third party to pay all or any part of the Construction Fee ("Third Party Contract"), provided however, that such Third Party Contract shall include a provision whereby PAGE and the third party acknowledge and agree that notwithstanding such third party's payment of any portion of the Construction fee, any such third party shall have no right, title, or interest in or to any portion of the facilities installed in the SCC Buckskin-Greenehaven Interconnect. Additionally, regardless of any such Third Party Contract, as between SCC and PAGE, PAGE shall be responsible for the Construction Fee.

(c) Facilities Construction Costs Recovery Surcharge. The SCC Buckskin-Greenehaven Interconnect and the SCC IRU Fibers (described below) are collectively referred to herein as the "SCC Buckskin-Page Interconnect." In the event that PAGE does not enter into a Third Party Contract, and PAGE pays 100% of the Construction Fee, in order to assist PAGE in the recovery of the Construction Fee, SCC shall charge a fifteen percent (15%) surcharge ("Construction Fee Surcharge") on all monthly recurring fees for SCC customers who lease circuits or purchase services from SCC that directly connect to the SCC Buckskin-Page Interconnect ("SCC Interconnect Customers"). For the avoidance of doubt, SCC shall not be required to charge the Construction Fee Surcharge if any portion of the Construction Fee is paid to SCC by a third party, or reimbursed to PAGE or PUE by a third party. PAGE shall provide to SCC a written certification and warranty that no part of the Construction Fee was paid by any third party prior to SCC's obligation to charge, and remittance of, the Construction Fee Surcharge.

(d) Collection and Remittance of Construction Fee Surcharge. All Construction Surcharge Fees, if any, collected by SCC ("Surcharge Fees") shall be paid by SCC to PAGE on a monthly basis. It is understood and agreed that SCC is acting solely as the collector of such Surcharge Fees, and that SCC has no right, title, or interest in such Surcharge Fees. Additionally, SCC shall not be required to remit any Surcharge Fees that are billed, but not collected. The parties acknowledge and agree that SCC shall be under no obligation to pursue SCC Interconnect Customers, nor shall PAGE have any recourse against SCC if SCC does not have any SCC Interconnect Customers. Further, PAGE acknowledges and agrees that if PAGE lease circuits or purchase services from SCC that directly connect to the SCC Buckskin-Page Interconnect, such services or circuits shall also be subject to the Surcharge Fees. SCC shall collect and pay the Surcharge Fees, if any, to PAGE for a period of twenty (20) years from the date of this Agreement or until such time as PAGE has received \$1,310,359.00 in Surcharge Fees, whichever shall first occur.

(e) Grant of Easement Consideration. SCC shall pay monthly rent to PAGE in the amount of Seven Hundred and Fifty Dollars (\$750.00) for the Grant of Easement (the "Rent") for the Easement Term. The Rent shall be due and payable to PAGE on the ___ day of each month beginning January 2016. The Rent for any fractional month at the beginning or end of the Easement Term shall be prorated.

5. Time for Construction. Both parties have agreed to use commercially reasonable efforts to complete the construction of the Interconnect routes in a timely manner. PAGE has agreed to complete the PUE Greenthaven-Page Interconnect fiber build no later than the date that the SCC network extension is completed which is projected to be mid-year 2017.

6. IRU.

(a) IRU Fiber Allocation and Grant of IRU. Upon completion of the construction of the PUE Greenthaven-Page Interconnect, PAGE shall allocate twenty four (24) fibers in the PUE Greenthaven-Page Interconnect (the "SCC IRU Fibers") to SCC for SCC's indefeasible right of use ("IRU"), and shall, and hereby does grant an IRU in such SCC IRU Fibers to SCC. SCC's IRU in the SCC IRU Fibers shall be exclusive to SCC during the term of such IRU. SCC shall acquire the SCC IRU Fibers for its own lawful use, including sublease to a third party of the SCC IRU Fibers or any portion thereof including, without limitation, the lease of multiple wavelengths of light thereon ("lambdas"), pursuant to, and consistent with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, SCC may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement or the SCC IRU Fibers to any financing entity, or agent on behalf of any financing entity to whom SCC (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligation evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptance and similar facilities or in respect of guaranties thereof.

(b) IRU Term. The IRU granted in the SCC IRU Fibers shall begin on the Acceptance Date by SCC, and continue thereafter for a period of twenty (20) years (the "IRU Term"). The IRU Term shall automatically renew for up to five (5) consecutive twenty (20) year terms ("the IRU Renewal Terms") unless terminated pursuant to Section 15.

7. Required Rights.

(a) Required Rights. Each Party, for its own part, agrees to use its best efforts to obtain and maintain in full force and effect for and during the Term, all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively "Required Rights") that are necessary to permit construction, installation, and maintenance of the Fiber Route. Additionally, SCC shall obtain and maintain in full force and effect, for and during the IRU Term all Required Rights that are necessary for SCC to obtain in order to use and operate the SCC IRU Fibers. Any obligation of PAGE to own and operate the PUE Greenthaven-Page Interconnect is conditioned upon PAGE having the Required Rights for the federal, state, county, municipal or private land used for the PUE Greenthaven-Page Interconnect. Any obligation of SCC to own and operate the SCC Buckskin-Greenthaven Interconnect is conditioned upon SCC having the Required Rights for the federal, state, county, municipal or private land used for the

SCC Buckskin-Greenehaven Interconnect.

(b) Abandonment. PAGE and PUE reserve the right to abandon their ownership and operation of all or any part of the PUE Greenehaven-Page Interconnect at any time upon notice in writing to SCC at least thirty (30) days prior to the date of intended abandonment, accompanied by a sketch of the proposed area to be abandoned. In the event of such abandonment by PAGE and PUE, at SCC's request PUE and/or Page shall transfer ownership of the PUE Greenehaven-Page Interconnect to SCC by means of bill of sale or other legal transfer document. Upon receipt of the bill of sale or other legal transfer document, SCC shall assume ownership of the PUE Greenehaven-Page Interconnect and shall indemnify and hold harmless PUE and/or Page from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

(c) Removal. In the event that PAGE abandons the PUE Greenehaven Interconnect and SCC does not assume ownership of the same, then PAGE shall have the sole authority to remove all or any portion of the PUE Greenehaven-Page Interconnect, and not replace it, upon notice in writing to SCC at least sixty (60) days prior to such removal, accompanied by a sketch of the proposed area to be removed.

8. Acceptance and Testing.

The SCC IRU Fibers shall be deemed accepted when construction is complete and the facilities have met the applicable Technical Requirements set forth in Exhibit "B" attached hereto as determined by acceptance testing. Acceptance testing may be conducted by SCC, or may be conducted by PAGE, with the results delivered to SCC, but in either case shall be conducted in accordance with industry standards or a mutually agreed upon testing plan. If SCC indicates non-acceptance of the SCC IRU Fibers, SCC will provide its reasoning in writing, and such reasoning must relate to a specific problem with the SCC IRU Fibers. PAGE will review SCC's explanation of non-acceptance and will work with SCC to correct any deficiencies related to the SCC IRU Fibers. Upon successful completion of acceptance testing and, if applicable, notification of acceptance from SCC, the IRU Term shall commence ("Acceptance Date").

9. Access. SCC shall have the right to physically test, access, and interconnect with the SCC IRU Fibers, at any time, and at any point, with or without notice to PAGE. Either party shall, at all times, have the right to access its own equipment.

10. Maintenance, Repairs, and Relocation.

(a) Maintenance, Splicing, and Repairs. SCC shall perform all maintenance, splicing, and repairs of the Fiber Route (including the SCC IRU Fibers), up to the Demarc at the location specified in Exhibit "A", in accordance with this Agreement, the Fiber Splicing, Testing and Acceptance Standards set forth in Exhibit "E," and the Operational Specifications set forth in Exhibit "F." All maintenance, splicing, and repairs of the Fiber Route shall be at SCC's sole cost and expense for the Term of this Agreement.

(b) Response. SCC and/or its designee shall provide to PAGE a telephone contact who can be notified for maintenance or repair services twenty-four (24) hours per day, seven (7) days per week. Within four (4) hours of notification, a trained, knowledgeable, technically

qualified representative of SCC will respond. Such response shall serve to acknowledge receipt of notification and to obtain a verbal description of the nature of the need for maintenance or repair services. SCC shall correct any and all errors in the Fiber Route as follows: (i) SCC shall continue error correction activity on a twenty-four (24) hour basis until a permanent correction is made; (ii) SCC shall keep a complement of spare parts in order to make repairs; (iii) PAGE shall provide SCC the data required to analyze properly the error condition and to provide the proper resolution.

(c) Completion in the Normal Course of Operations. Except in response to a notice of outage, such repairs, modifications, maintenance and upgrades to the Fiber Route as become necessary shall be completed by SCC in the due course of SCC's inspections of the SCC network, and as such inspections indicate such necessity.

(d) Notice Prior to Repairs. No notice shall be required from SCC prior to completion of repairs, modifications, maintenance or upgrades made necessary due to wear-and-tear, so long as such repairs, modifications, maintenance or upgrades will not result in an interruption of service, except that SCC shall be required to give such notice to PAGE as may be required for PAGE to meet any notice obligations pursuant to any applicable Right-of-Way with the National Park Service ("NPS ROW") for any portion of the PUE Greenghaven-Page Interconnect that is within or otherwise controlled by an NPS ROW, provided SCC has been advised of such notice period in advance in writing by PAGE. In addition, SCC will reasonably apprise PAGE of the possibility of an interruption of services.

(e) Fiber Location Services. SCC is a member of Blue Stakes of Utah Utility Notification Center, Inc. ("Utah Blue Stakes"), and the Arizona Blue Stake Center ("Arizona Blue Stake"). PAGE and PUE are members of Arizona Blue Stake. Both SCC and PAGE agree that they will fulfill all requirements as a utility "operator" as may be required pursuant to Utah or Arizona law, as applicable, or pursuant to Blue Stakes rules and regulations. In addition to complying with Utah and Arizona law with regard to underground facilities, neither party shall excavate, dig, trench, or otherwise expose any of the other parties' network outside of an existing manhole or handhole without fourteen (14) days prior written notice to the other party; provided, however that SCC may perform emergency repairs of the fiber upon prior notice (including without limitation, voicemail or email) to PAGE.

(f) Relocation. PAGE shall be responsible for any relocation of the facilities and fiber associated with the PUE Greenghaven-Page Interconnect (including burial of aerial line) which may be required at PAGE's sole cost and expense.

11. Ownership. SCC shall retain ownership of all fiber optic cables, hardware, attachments, or equipment provided by SCC up to and including the Demarc hereunder to complete the SCC Buckskin-Greenghaven Interconnect, and the same upon completion shall also be part of the SCC Network. PAGE shall retain ownership of all fiber optic cables, hardware, attachments, or equipment provided by PAGE up to and including the Demarc hereunder to complete the PUE Greenghaven-Page Interconnect, and the same upon completion shall also be part of the PUE Network, subject only to the IRU granted to SCC hereunder.

12. Risk of Loss from Damage. Except for such loss that is caused by the negligent or willful misconduct of SCC, PAGE shall bear all risk of loss associated with damage or loss to the SCC

fiber and termination equipment located in/upon any premise owned or controlled by PAGE or its customers, or their respective successors or assigns, including any equipment installed by SCC hereunder, excluding regular maintenance of the same, for which SCC is responsible. SCC shall bear all risk of loss associated with damage or loss to any fiber or equipment which is not located upon an installation premise owned or controlled by PAGE.

II. GENERAL PROVISIONS

13. Representation and Warranties.

(a) SCC warrants that the SCC Buckskin-Greenehaven Interconnect and any work performed hereunder: (i) will function at all times during the term hereof as set forth herein; (ii) have been installed and constructed in accordance with the standards set forth in this Agreement and all Exhibits hereto; (iii) will not infringe upon the rights of any other party and, to the extent deemed to infringe, SCC will indemnify, defend, and hold harmless, PAGE, its officers, agents, employees, insurers, and assigns. SCC further warrants that the Fiber Route will be maintained in accordance with the terms of this Agreement and all Exhibits hereto. SCC further warrants that its agreements with any third parties that are in any way related to the rights or expectations of such third parties to receive service from SCC in reliance on the Fiber Route shall include a limitation of liability that expressly excludes PAGE and PUE for liability for any breach of such third-party agreement.

(b) PAGE warrants that the PUE Greenehaven-Page Interconnect and the SCC IRU Fibers provided pursuant to this Agreement, and any work performed hereunder: (i) have been installed and constructed in accordance with the standards set forth in this Agreement and all Exhibits hereto; and (ii) will not infringe upon the rights of any other party and, to the extent deemed to infringe, PAGE will indemnify, defend, and hold harmless, SCC, its officers, agents, employees, insurers, and assigns. PAGE further warrants that the PUE Greenehaven-Page Interconnect will be operated in accordance with the terms of this Agreement and all Exhibits hereto.

14. Mutual Cooperation. Each party will cooperate with the other, and take all actions necessary and appropriate for the connection of SCC's Network with PUE's Network. Each party will take such measures as may be reasonably necessary to inform the other party in advance of any changes in its network or practices that may affect the other party's network or services.

15. Default and Termination.

(a) Default. A Party shall be in default under this Agreement upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, subject to the Force Majeure provisions of this Agreement if applicable, the defaulting Party shall have thirty (30) days after the non-defaulting Party gives written notice of default to the defaulting Party to cure the default (unless the default is waived in writing by the non-defaulting Party). However, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of commercially reasonable efforts, the Party in default must commence and diligently pursue a cure within said thirty (30) day period and, in any case, complete the cure of default within ninety (90) days after the non-defaulting Party gives its notice.

(b) Event of Default. An Event of Default shall mean the following: (i) breach of any material provision of this Agreement; or (ii) either Party is or becomes Insolvent, or makes an assignment of assets for the benefit of creditors, or files a petition in bankruptcy.

(c) Remedies. In addition to, and not in limitation of, the specific remedies provided in this Agreement, upon giving notice of default, and the failure of the other Party to cure an Event of Default before the expiration of the applicable cure period, if any, the non-defaulting Party may do one or more of the following: (i) take any action it determines to be necessary to correct or cure the default; (ii) obtain a court order specifically enforcing the defaulting Party to comply with its obligations hereunder; (iii) terminate this Agreement and (iv) pursue any other legal or equitable remedies it may have under applicable law, which shall be cumulative.

(d) Termination for Default. Either Party may terminate this Agreement upon the failure of the other Party to cure an Event of Default before the expiration of the applicable cure period, if any, in addition to all other remedies, as set forth above.

16. Insurance. Each Party shall maintain, during the Term, all insurance and/or bonds required by law and necessary to satisfy its insurable obligations under this Agreement. At a minimum and without limiting the foregoing covenant, each Party shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least Five Million Dollars (\$5,000,000) for each occurrence for bodily injury and property damage.

(b) Automobile Liability, Comprehensive Form, with a minimum single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence.

(c) Umbrella liability with a minimum limit of Ten Million Dollars (\$10,000,000) with up to a Fifty Thousand Dollar (\$50,000) deductible. Umbrella liability shall be excess of Commercial General Liability and Business Automobile Liability.

(d) Workers' Compensation Insurance shall provide statutory workers' compensation insurance limits. Such insurance shall also include employers' liability insurance in a limit of no less than One Million Dollars (\$1,000,000).

17. LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM OR CAUSE OF ACTION, REQUESTING OR CLAIMING SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT THE SAME ARE FORESEEABLE). ANY CLAIM OR CAUSE OF ACTION REQUESTING OR CLAIMING SUCH DAMAGES IS SPECIFICALLY WAIVED AND BARRED, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

18. Notice. Any notice under this Agreement shall be in writing and shall be delivered in

person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or by facsimile. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to SCC: South Central Communications, Inc.
Attn: Michael East
318 North 100 East
Kanab, UT 84741
michaele@socen.com
Facsimile: 435-644-2811

with a copy to: Kira M. Slawson
Blackburn & Stoll, LC
257 East 200 South, Suite 800
Salt Lake City, UT 84111
kslawson@blackburn-stoll.com

Facsimile: 801-578-3579

If to PAGE: City of Page
c/o Page Utility Enterprises
Attn: Bryan Hill
Page Utility Enterprises
640 Haul Road P.O. Box 1955
Page, AZ 86040
bryan@pageutility.com
Facsimile: 928-645-5322

With a copy to: J. Scott Rhodes
Jennings, Strouss & Salmon, PLC
1 East Washington St.
Suite 1900
Phoenix, AZ 85004
srhodes@jsslaw.com

Facsimile: 602-495-2648

Any notice shall be deemed to have been given on (a) actual day of delivery or refusal to accept delivery, (b) the day a return receipt is signed for registered or certified mail, or (c) the day facsimile transmission is verified.

19. Specific Performance. Each party agrees that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event.

Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof.

20. Force Majeure. With the exception of payment of fees and charges due under this Agreement, a party shall be excused from performance if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to; severe weather and storms, earthquakes or other natural occurrences, strikes or other labor unrest, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

21. Indemnification. Each party to this Agreement hereby indemnifies, defends and holds harmless the other party with respect to any third-party (including, but not limited to, SCC customers or third-party vendors or sub-contractors) claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification shall promptly notify the other party of the claim and, when known, the facts constituting the basis for such a claim. In the event that one party to this Agreement disputes the other party's right to indemnification hereunder, the party disputing indemnification shall promptly notify the other party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

22. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of each party's successors and assigns.

23. No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

24. Arizona Conflicts of Interest -- Required Provision. This Agreement is subject to cancellation for a conflict of interest pursuant to Arizona Revised Statutes § 38-511, the pertinent provisions of which are incorporated into the Agreement by reference.

25. Choice of Law and Venue. Except for Section 24, this Agreement shall at all times be interpreted in accordance with the laws of the State of Utah, and any dispute arising hereunder shall be heard before a court of competent jurisdiction within Kane County, State of Utah.

26. Attorneys' Fees. In the event a dispute arises hereunder, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees associated with the enforcement of or defense to enforcement of this Agreement.

27. Legal Representation. This Agreement was prepared by the law firm of Blackburn & Stoll, LC. With the signature(s) of its representative(s) below, PAGE represents and warrants that either (A) an attorney has reviewed this agreement on behalf of PAGE, to protect the interests of the same, and said attorney has had an opportunity to comment or has commented

upon the terms and provisions hereof, or (B) PAGE has had sufficient opportunity to have an attorney review this agreement on its behalf but has elected not to do so and has waived its opportunity for legal review prior to signing. Consistent with the foregoing, this Agreement shall in all cases be interpreted and applied as if each party were the drafter of this Agreement, and as if each party hereto has conducted a legal review of the same prior to execution.

28. Assignment. Neither party may assign this Agreement to any other person without the express prior written consent of the other party or its successor in interest, as applicable, except as expressly provided otherwise in this Agreement. It is expressly agreed that PAGE's execution of a Third Party Contract as set forth in Section 3 above shall not be an assignment of this Agreement, nor shall such Third Party Contract relieve PAGE of its obligations under this Agreement. Consent shall not be unreasonably conditioned, withheld, or delayed. A putative assignment made without such required consent will have no effect.

29. Fax/Counterparts. This Agreement may be executed by PDF signatures and/or in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

WITNESS the hands and seals of the parties, the month, day and year first above written.

SOUTH CENTRAL COMMUNICATIONS, INC.	CITY OF PAGE
By: Michael East Its: President	By: Its:
	ATTEST : City of Page City Clerk

EXHIBIT "A"
SCC Buckskin-Greenehaven Interconnect Route and Termination Points
PUE Greenehaven-Page Interconnect Route and Termination Points

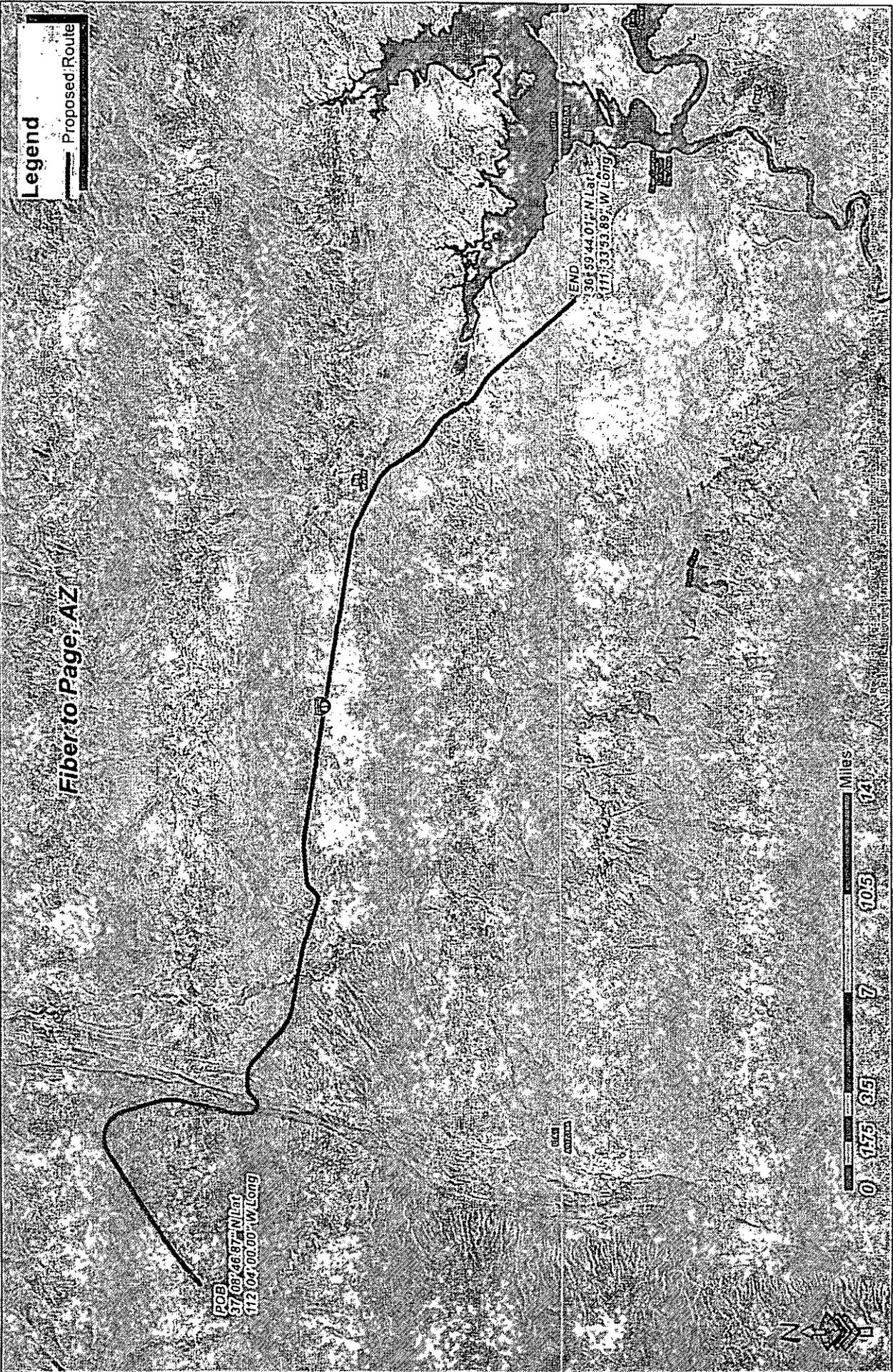
See Attached Drawings

Legend
Proposed Route

Fiber to Page, AZ

POB
37°08'46.87" N Lat
112°04'00.00" W Long

END
36°59'44.01" N Lat
111°33'53.89" W Long



Legend

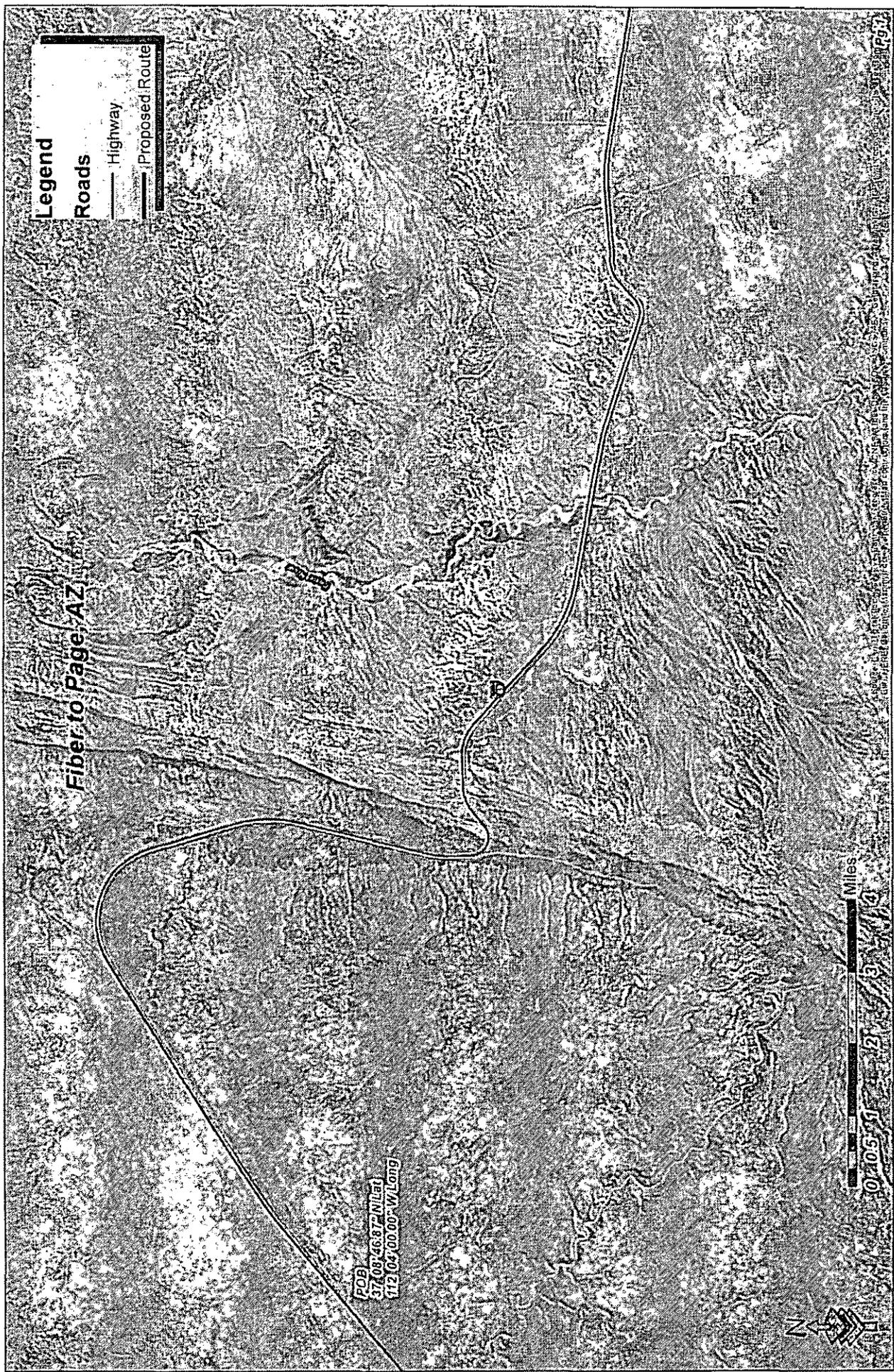
Roads

— Highway

— Proposed Route

Fiber to Page, AZ

PDB
37 08 46.87 NLEL
112 04 00.00 W Long



ESRI

Legend

Roads

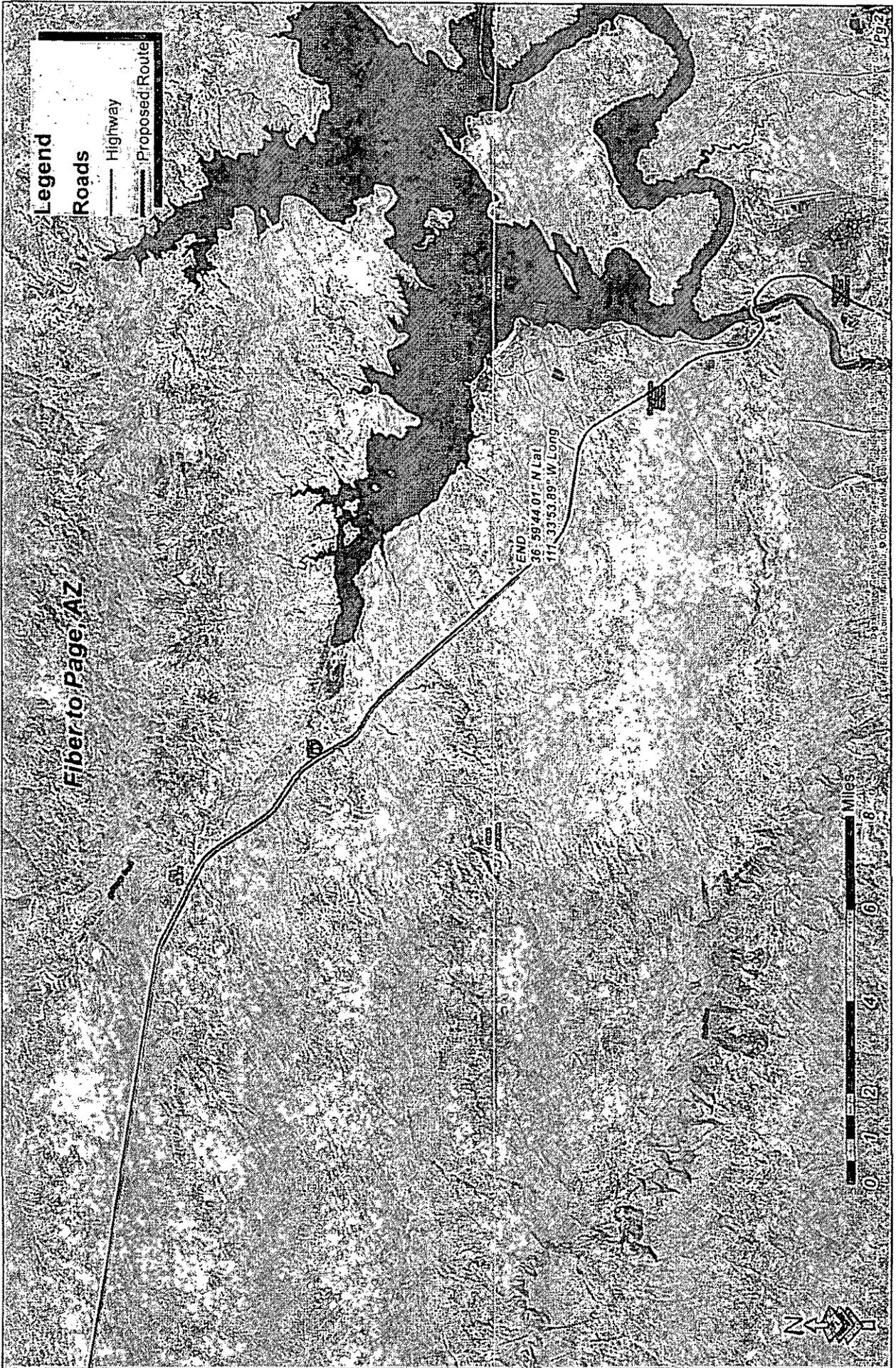
— Highway

— Proposed Route

Fiber to Page, AZ

END
36° 59' 44.01" N Lat
111° 33' 53.89" W Long

Miles



ARIZONA

PAGE GREENHAVEN UTILITY FIBER PROJECT 2015 SHEET 5

PAGE GREENHAVEN UTILITY FIBER PROJECT 2015 SHEET 4

PAGE GREENHAVEN UTILITY FIBER PROJECT 2015 SHEET 3

PAGE GREENHAVEN UTILITY FIBER PROJECT 2015 SHEET 2

PAGE GREENHAVEN UTILITY FIBER PROJECT 2015 SHEET 1

GCONRA BOUNDARY

GCONRA BOUNDARY

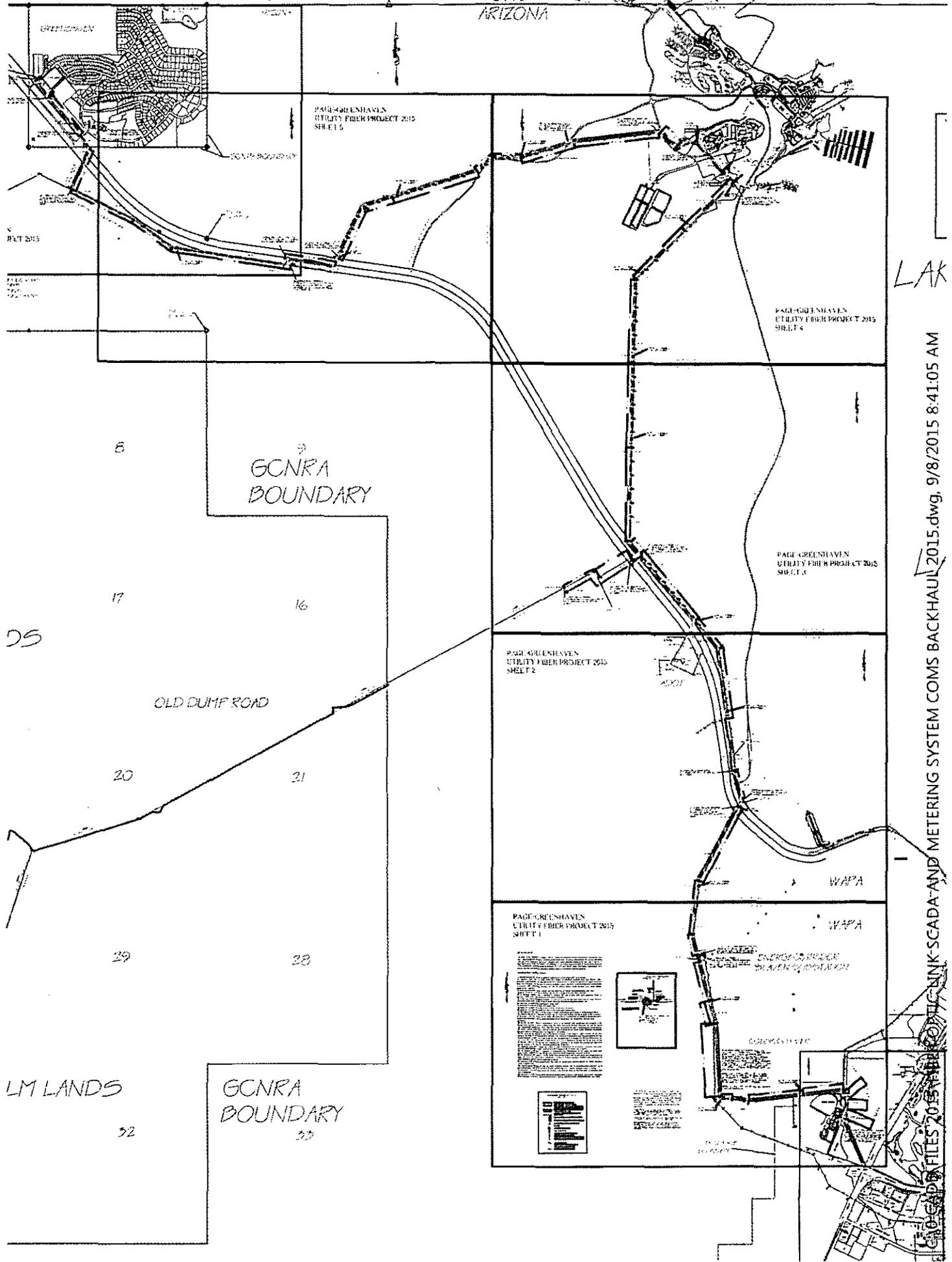
OLD DUMP ROAD

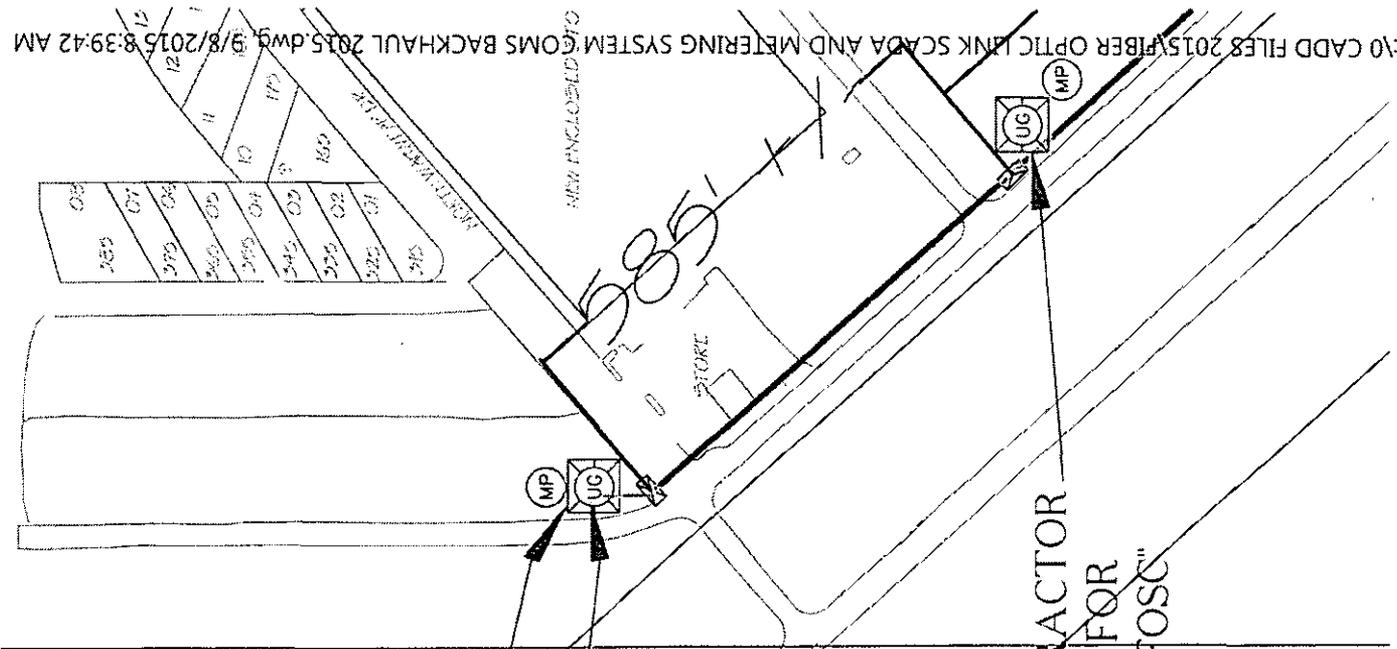
LAK

DS

LM LANDS

COMS BACKHAUL 2015.dwg, 9/8/2015 8:41:05 AM

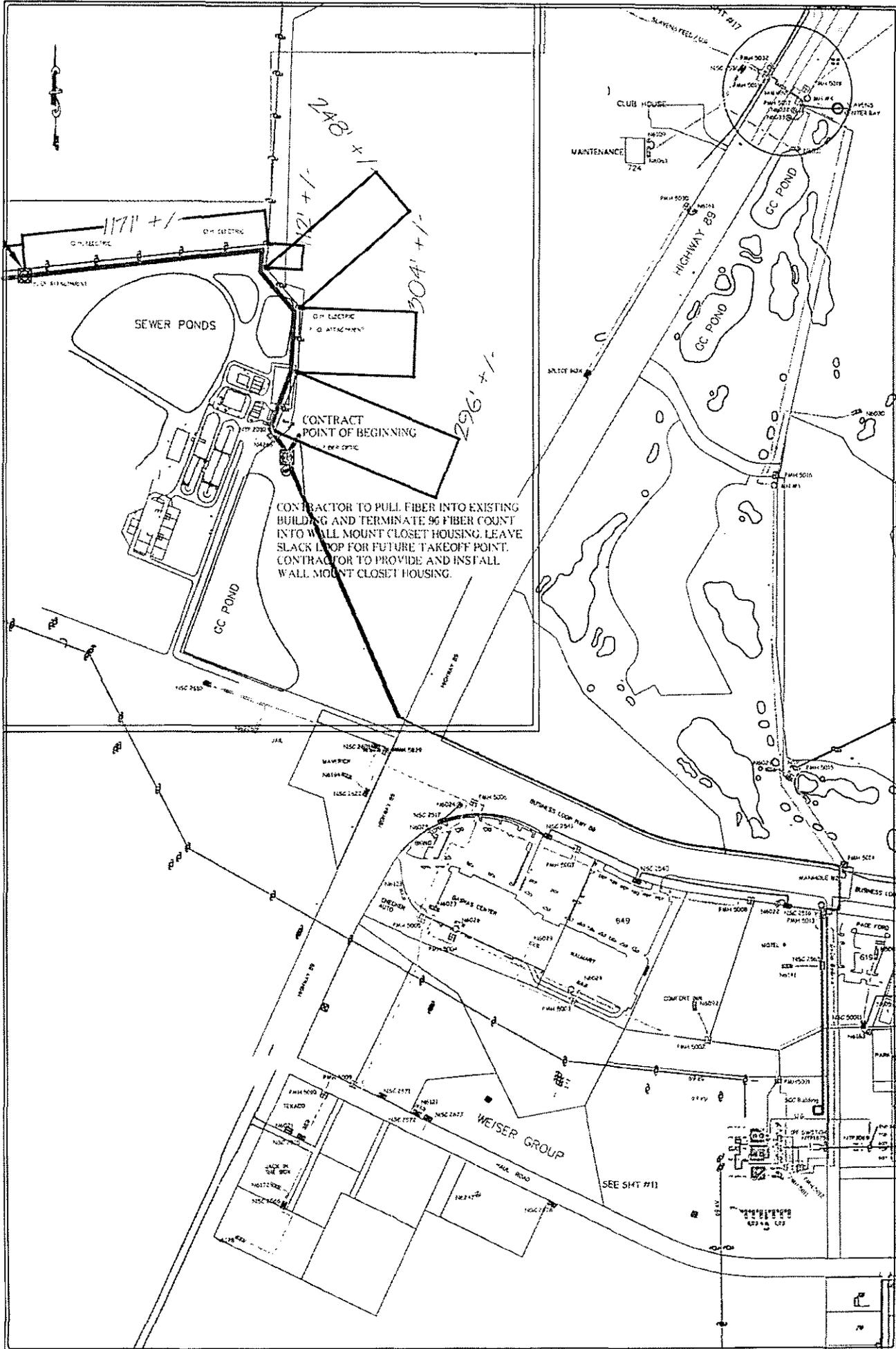




CONTRACT
ENDING POINT

UNDERGROUND VAULT. CONTRACTOR
TO LEAVE 100' STORAGE LOOP FOR
FUTURE TAKEOFF FOR ELECTRICAL
VOLTAGE REGULATION TEST POINT.
NO "FOSC" AT THIS TIME

UNDERGROUND VAULT. CONTRACTOR
TO LEAVE 100' STORAGE LOOP FOR
FUTURE TAKEOFF POINT. NO "FOSC"



PAGE-GREENHAVEN
 UTILITY FIBER PROJECT 2015
 SHEET 2

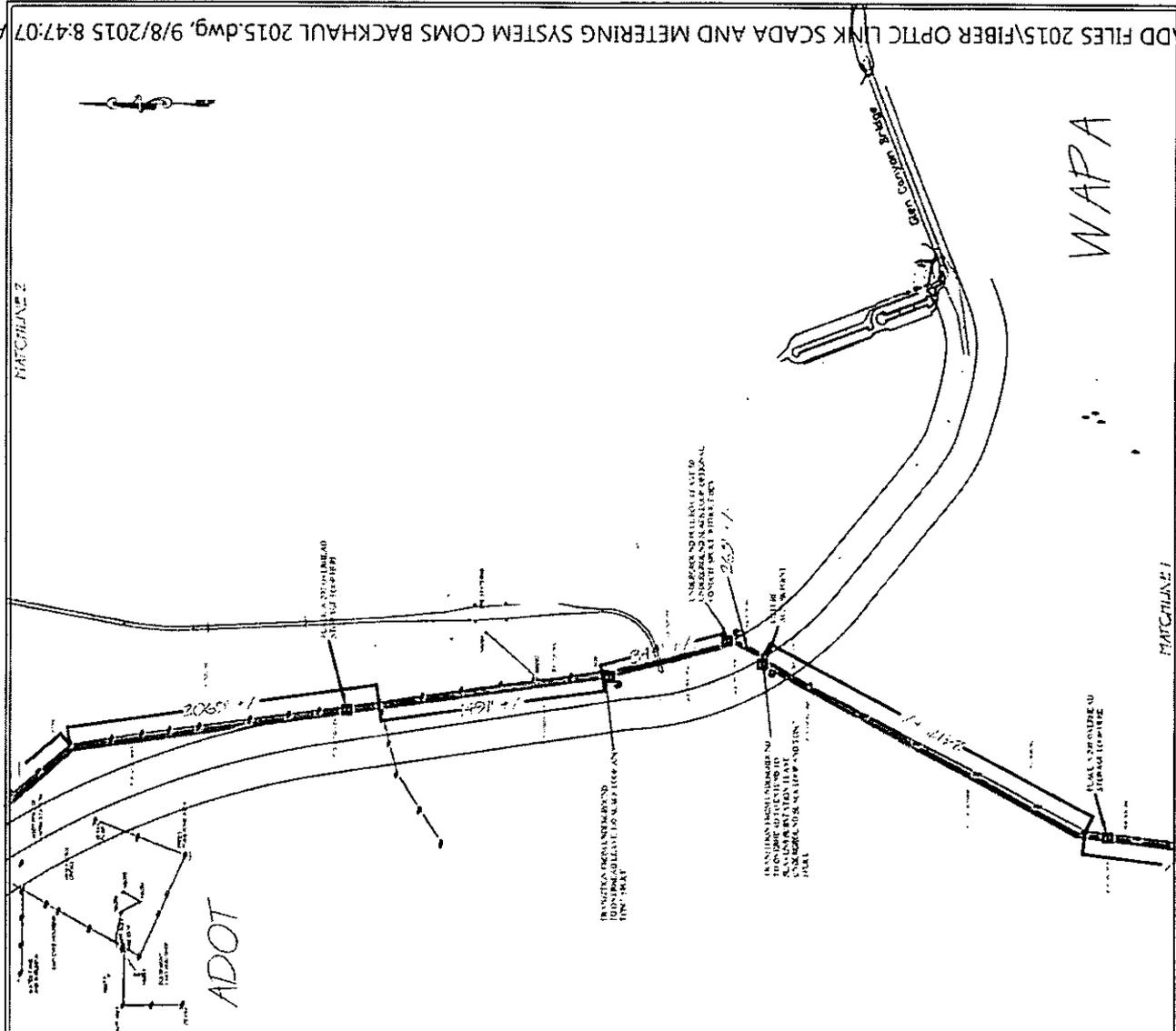


EXHIBIT "B"
Technical Requirements

GENERAL BURIED PLACING SPECIFICATIONS

- 1) Bury cable in accordance with company depth policy. (No Deviations)
 - a. Buried Service Wire (Service Drops) – 27"
 - b. Buried Copper Cables – 36"
 - c. Buried Fiber Cables – 48"
 - d. All cables on State Road Right-of-way – 48"
 - e. All cables on State Road Right-of-way within 20 feet of asphalt – 60"
 - f. Road Bores under State Road – 60"
- 2) Place six pair buried service wires to both residential and business customers
- 3) Test and purge all manholes before entering. Make sure Manholes are vented will working inside
- 4) 6" pedestals, pedestal caps, gravel, and stencils are required at all pedestal locations unless otherwise noted
- 5) Call for location of foreign utilities 48 hours before digging,
 - a. Utah Blue Stakes – 811 or (800) 662-4111
 - b. Arizona Blue Stakes – 811 or (602) 659-7500
- 6) Place buried cable markers at all ditches, canals, creeks, road crossings, and every 500 feet along the cable running line
- 7) Place toilet seat markers over all buried splices and at the ends of all buried conduit runs
- 8) Observe all safety practices including highway warning signs, hard-hats, orange vests, gloves, ear and eye protection, safety boots, and other traffic and safety control devices
- 9) Grounding and Bonding:
 - a. Place ground rods at the end of all cable runs
 - b. Place ground rods at all cable branches – 25 pair cable and larger
 - c. Ground buried drops to power at customer premise
 - d. Bond to power all cables with a pedestal within 25 feet of a power pole
 - e. Do not bond or ground any drops or cables within 500 feet of a power substation
- 10) Observe all special Right-of-way conditions
- 11) Clear space of three feet shall be maintained around the circumference of any fire hydrant

GENERAL AERIAL PLACING SPECIFICATIONS

- 1) 40" Separation from lowest power equipment on pole
- 2) 30" minimum separation at mid-span points
- 3) 12" separation from other communication carriers at pole. 4" minimum at mid span
- 4) Do not attach to other anchors or down guys. Stay at least 5' away, if possible
- 5) No coils or slack loops on the poles. Use mid-span storage loops with snowshoes
- 6) Keep 25% of the pole clear from top to bottom for climbing
- 7) Bond riser at pole once if using metal riser pipe. If PVC, bond all stand-off brackets
- 8) Clearances:
 - a. Follow NESC guidelines

EXHIBIT "C"
Additional Infrastructure Costs

No additional infrastructure cost to be added.

EXHIBIT "D"
Form of Grant of Easement

WHEN RECORDED, RETURN TO:

Michael East
South Central Communications, Inc.
45 North 100 West
P.O. Box 555
Escalante, UT 84726

GRANT OF EASEMENT

For the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, by **CITY OF PAGE, COCONINO COUNTY, ARIZONA, a municipal corporation, GRANTOR or Party**, hereby gives and grants to **SOUTH CENTRAL COMMUNICATIONS, INC., a Utah corporation**, whose address is 45 North 100 West, Escalante, Utah 84726, **GRANTEE, Party, or together with Grantor, Parties**, an easement to construct, install, and maintain telecommunications facilities as hereinafter described. The following recitals are a material part of this Grant of Easement ("Agreement"):

RECITALS:

A. Grantor is the owner or legal representative of that certain parcel of real property ("Grantor's Property") which is also located in Coconino County, State of Arizona, more particularly described as set forth in Exhibit 1.

B. Grantee is a telecommunications service provider desiring to place telecommunications facilities in, over, under, through, across, and upon Grantor's Property.

C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor an easement and right-of-way to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove telecommunications facilities as described below, in, over, under, through, across, and on the Easement Premises.

THEREFORE, Grantor and Grantee make the following grant, agreements, covenants and restrictions:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and to Grantee's successors, assigns, and agents, an easement and right of way, as described in Section 2 below (the "Easement Premises"), to place, lay, bury, construct, install, operate, repair, maintain, renew, rebuild, replace, upgrade, expand, relocate, and remove such telecommunications facilities equipment and structures as Grantee may require including, but not limited to, wires, cables, conduits, inner duct, handholes, splice vaults, optical or electronic equipment, and related fixtures and facilities required for the transmission of voice, data, video, and other signals ("Telecommunications Facilities") in, over, under, through, across, and upon the Easement Premises. As necessary for temporary periods, Grantee may use the property along

or adjacent to the Easement Premises in connection with the construction, installation, operation, maintenance, repair, removal, relocation, expansion, or replacement of the Telecommunications Facilities, provided Grantee uses commercially reasonable efforts to minimize any resulting interference with Grantor's Property. The easement granted herein shall terminate upon the termination of that certain Network Extension Build Agreement between Grantor and Grantee.

2. Easement Premises. The Easement Premises include the following:

a. Access to and exclusive use of a forty (40) feet by forty (40) feet parcel of land ("Lease Parcel") located on the Grantor's Property, near the Page Power Corporate Building as more particularly described on Exhibit 2;

b. The right of ingress and egress to and from the Lease Parcel ("Ingress/Egress Route") as more particularly described on Exhibit 2;

c. A survey showing the Lease Parcel on the Grantor's Property is attached hereto as Exhibit 3.

3. Grantor's Uses. Grantor reserves the right to use Grantor's Property for any and all lawful purposes that do not materially interfere with Grantee's easement rights herein conveyed. Grantor may not build or permit to be built any building or other improvement on, over, or under the easement or change the contour thereof without first getting the written consent of Grantee, which Grantee may withhold in Grantee's reasonable discretion.

4. Maintenance and Repair. Grantee shall maintain the Easement Premises in good repair and agrees, in the event Grantee damages Grantor's Property, to pay for the damage or restore Grantor's Property. The decision to pay for damages or alternatively to restore Grantor's Property is left solely to Grantee's discretion. Grantee shall not be responsible for damage to the Easement Premises caused by Grantor or by a third party.

5. Indemnification. Grantor and Grantee agree to indemnify, hold harmless, and defend one another, their affiliates, directors, officers, shareholders, members, employees, and agents from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses, (including, without limitation, attorney's fees, court costs, and any other costs of litigation) arising from: their use of Grantor's Property; a breach of any obligation of this Agreement; a violation of law; any claim of injury or death, loss, or damage to property caused by or relating to any work or action required or permitted by this Agreement; or any negligent acts or omissions or willful misconduct.

6. Enforcement of Covenants. It is understood and agreed that the rights and easement herein granted shall be binding upon Grantor and Grantor's successors and assigns, and shall inure to the benefit of Grantee and Grantee's successors and assigns. In the event of a breach of this Agreement by either Party, by any of their successors or assigns, both Parties shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from the breach thereof, or both.

7. Nature of Easement. The easement granted herein is an easement in gross and may be freely assigned or transferred by Grantee with the consent of Grantor. Grantor's consent may not be unreasonably withheld, conditioned, or delayed.

8. No Partnership. Nothing in this instrument shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the Parties hereto.

9. Miscellaneous:

a. Attorneys' Fees. In the event any action is instituted by a Party to enforce any of the provisions contained herein, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.

b. Modification of Amendments. No amendment or modification of this instrument shall be valid unless in writing and signed by the Parties hereto.

c. Entire Agreement. This instrument constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

d. Captions. The captions appearing in this instrument are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

e. Waiver. The waiver by any Party to this instrument of a breach of any provision of covenants set forth herein shall not be deemed a continuing waiver or waiver of any subsequent breach.

DATED as of this ___ day of _____, 201__.

GRANTOR:

CITY OF PAGE

By: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of the City of Page, Coconino County, Arizona.

NOTARY PUBLIC

GRANTEE:
South Central Communications, Inc. a Utah corporation

By: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2015, by _____, the _____ of South Central Communications, Inc.

NOTARY PUBLIC

Grant of Easement Exhibit 1

Legal Description of Grantor's Property that is Subject to Easement

Lot 11, Block 500, Page Townsite, Instrument Number 1513658, Case: 7 Map 80 on file in the
Office of the Recorder of Coconino County, Arizona.

Grant of Easement Exhibit 2
Description of Easement

1. Lease Parcel. The forty (40) feet by forty (40) feet parcel of land ("Lease Parcel") is more particularly described as follows:

SOUTH CENTRAL COMMUNICATIONS LEASE PARCEL 09/16/15

A parcel of land located in the Southeast Quarter of Section 36, Township 41 North, Range 8 East, Gila & Salt River Meridian. Said parcel also located in Lot 11, Block 500 as amended with Instrument No. 1513658,

Case: 7 Map 80, on file in the Office of the Recorder, Coconino County, Arizona. Said parcel being more particularly described as follows:

Commencing at the Township corner common to Sections 31 and 36, Township 41 North, Range 8 & 9 East, Gila and Salt River Meridian and running; thence North 89°42'55" East 25.00 feet along the Township line to its intersection with the West line of Kaibab Road as dedicated with Instrument No. 1436636, Case: 7 Map 4; thence North 00°11'09" West

285.01 feet along said West line to a point on the East line of said Lot 11; thence South 89°48'51" West 30.00 feet perpendicular to the centerline of said Kaibab Road and the Point of Beginning;

thence South 89°48'51" West 40.00 feet;

thence North 00°11'09" West 40.00 feet;

thence North 89°48'51" East 40.00 feet;

thence South 00°11'09" East 40.00 feet to the Point of Beginning.

Affecting 1,600 Square Feet or 0.037 Acres.

2. The Ingress/Egress Route shall be constructed as a graded roadway extending ten (10) feet north and south from a centerline from Kaibab Road to the western boundary of the Lease Parcel. A legal description of the centerline of the Ingress/Egress Route shall be provided after construction and attached hereto as Exhibit 2(a).

EXHIBIT "E"
Fiber Splicing, Testing and Acceptance Standards

1. INITIAL CONSTRUCTION TESTING

1.1 During initial construction, SCC or PAGE, as the testing Party; shall use an optical time domain reflectometer (OTDR) to test splices, connectors and pigtail splices. These initial tests are usually uni-directional and at 1550nm. When spans are completed prior to regen and opamp sites being ready, bi-directional OTDR readings at 1550nm will be used to prove the splice losses are at acceptable levels.

1.2 Loss values taken uni-directionally are used as a guide only and will not be used as a basis for acceptance or rejection.

2. SPAN-TO-SPAN TESTING

2.1 After a span has been connectorized and intermediate splices are completed and at acceptable levels, the testing Party shall:

2.1.1 Take OTDR traces and recheck splice loss measurements. OTDR traces will be at 1550nm ONLY if the span is longer than 64 km in optical distance. If the span is less than 64 km in optical distance, it will be tested at both wavelengths (1550 and 1310 nm). Each span will be tested and averaged from both ends.

2.1.2 Record loss measurements and test fiber continuity using a stable light source. Power meter testing will be conducted at both wavelengths (if under 64 km) and only at 1550 nm for spans greater than 64 km. This allows for proper system power configuration and management and verifies continuity (no "frogged" or transposed fibers.) Each power meter test must include the reference of the calibration as taken from a stable light source.

2.2 Fibers will be verified to have a one-to-one continuity end-to-end for each strand within each ribbon. The power meter readings will be made per section 2.1.2 and recorded. For Lucent True Wave, SMF-DS and SMF-LS type fibers, the db loss between any span will not exceed $.25$ at 1550 or $.5$ at 1310 \times (no. of km.) + $.35 \times 2$ (FTP Loss) + $.15 \times$ (no. of splices*) db. For Lucent Matched Cladding and for Corning SMF-28 types fiber, the db loss between any Span will not exceed $.30 \times$ (no. of km.) + $.35 \times 2$ + $.15 \times$ (no of splices*).

2.3 The testing Party shall perform the end-to-end OTDR traces at 1550nm only except as otherwise noted herein. The testing Party will measure and verify losses for each splice point in both directions and average the loss values. The acceptable splice loss value will be .30 db or less for fibers spliced using the individual fusion splice method and .45 db or less for fiber spliced using the mass fusion splicing method. The

average splice loss for a span will be .15 db for single fusion splices and .20 for mass fusion splices.

3.0 POST-CONSTRUCTION TESTING

3.1 After performing permanent re-splicing (in conjunction with repairs of a cable cut, replacement of a segment of the cable, or other work after the initial installation, splicing and testing of the cable), the tests set forth in section 2, shall apply to the relevant fibers or cable segments. The provisions in section 4 and 5 that relate to such testing shall also apply. SCC or PAGE may, after completing construction of its system, adopt alternative methods of testing that are generally accepted in the industry and that provide sufficient data to fulfill the objectives of the tests set forth in this exhibit, provided the other party hereto consents to such method of testing.

4.0 OUT-OF-SPEC SPLICES

4.1 Out-of-Spec splices shall be noted, but shall not preclude acceptance of a fiber if the Out-of-Spec condition does not affect transmission capability (based on use of prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

4.2 The following standard must be adhered to when conducting pigtail tests: Range: 4 km, Resolution: 1 meter, Pulse Width: 50 ns, Averaging: Medium, Wavelength: 1550 nm.

4.3 A test will be conducted on all pigtail splices with no greater than a 0.8 dB loss accepted. Any loss higher than 0.8 dB after 5 repeated attempts results in the replacement and re-splicing of that pigtail. A reflectance measurement of no less than -55 dB is required for acceptance.

5. OTDR EQUIPMENT AND SETTINGS

5.1 The testing Party shall use OTDR equipment and settings suitable for performing accurate measurements of the fiber installed. Such equipment and settings shall include, without limitation, the equipment and settings described below.

5.2 The testing Party uses an industry-accepted OTDR.

5.3 The testing Party uses the following settings for various OTDR tests:

5.3.1 Index of refraction settings:

Product	1310 nm	1550 nm
Lucent Truewave	1.4710	1.4700

Corning SMF -28	1.4675	1.4681
Corning SMF - LS	1.4710	1.4700
Corning LEAF	1.4700	1.4690
Sumitomo fiber	1.4670	1.4670
Lucent Matched Cladding SMF	1.4660	1.4670

5.3.2 End-to-End Segment OTDR Testing

PK 7500	CMA4000
128km Range	100 km Range
500ns Pulse	1000ns Pulse
5m Point Spacing	4 m Resolution
1 min. Averaging	Medium Averaging

6.0 ACCEPTANCE TEST DELIVERABLES

The testing Party shall provide electronic and hard copy test results. The test results will include:

- 6.1 Power level readings for each fiber taken with a light source and power meter at 1550nm only unless otherwise specified herein.
- 6.2 OTDR readings for each fiber taken at 1550nm only unless otherwise specified herein.
- 6.4 Cable manufacturer, cable type (buffer/ribbon), fiber type, number of fibers, number of fibers per buffer/ribbon.
- 6.5 The SCC IRU Fiber assignments.

7.0 OPTICAL SYSTEM DESIGN

- 7.1 In selecting optical transmission equipment and designing a system, each Party's optical loss budget design for each optical span shall provide for up to a 3 dB increase in end-to-end loss per optical span.

EXHIBIT "F"

Operational Specifications

Capitalized terms used herein and not otherwise defined in this Operational Specifications shall have the meanings ascribed to them in the Agreement.

I. General

a. SCC shall maintain a toll-free telephone number to contact personnel at the SCC's Network Operation Center ("NOC"). Consistent and in compliance with PAGE's obligations pursuant to any and all applicable NPS ROWs, SCC's NOC personnel shall dispatch maintenance and repair personnel along the Fiber Route to handle and repair problems detected through the NOC's remote status alarm monitoring and surveillance equipment, by the PAGE, or otherwise. SCC will monitor the signal continuity of the SCC IRU Fibers and other fibers contained within the same cable as the SCC IRU Fibers (collectively the "System Fibers").

b. SCC's maintenance personnel shall be available for dispatch for Emergency Unscheduled Maintenance purposes twenty-four (24) hours a day, seven (7) days a week. PAGE shall notify SCC of the need for Unscheduled Maintenance in accordance with procedures established by SCC from time to time. Upon such notification or upon alarm identification by SCC, SCC will record in a log the time of notification or identification, issue a trouble ticket number, verify the problem, and dispatch maintenance personnel appropriately to take corrective action. SCC shall use commercially reasonable efforts to have its first maintenance employee at the site requiring an emergency maintenance activity within six (6) hours, unless delayed by a Force Majeure Event, from the time of alarm identification by SCC's NOC or notification by PAGE, or the time SCC otherwise becomes aware of the Emergency Unscheduled Maintenance situation. "Unscheduled Maintenance" is non-routine maintenance and repair of the System Fibers not included as Scheduled Maintenance and shall be performed by or under the direction of the SCC. "Emergency Unscheduled Maintenance" is defined as any service affecting situations requiring an immediate response to failure, interruption, or impairment in the operation of the System Fibers, or any event imminently likely to cause same. "Non-Emergency Unscheduled Maintenance" is performed in response to any potential service-affecting situation to prevent any failure, interruption, or impairment in the operation of the System Fibers which has not actually occurred or imminently likely to occur. "Scheduled Maintenance" is routine maintenance and repair of the System Fibers performed by or under the direction of the SCC including: (1) patrol the Fiber Route on SCC's regularly scheduled basis; (2) Maintenance of a "Call-Before-You-Dig" (CBYD) program and all required and related cable locates; (3) Maintenance of sign posts along the Fiber Route containing the CBYD telephone number; (4) Assignment of fiber maintenance personnel along the Fiber Route; (5) Operation of the NOC as described above and attributed to the System Fibers.

c. In performing its services hereunder, SCC shall take workmanlike care (following all standards and best practices for the handling of fiber) to prevent impairment to the System Fibers signal continuity and performance of the System Fibers. The precautions to be taken by SCC shall include notification to PAGE. In addition, SCC shall reasonably cooperate with PAGE in sharing information and analyzing the disturbances regarding the cable and/or fiber facilities.

d. SCC shall notify PAGE at least five (5) business days prior to the date of any planned non-emergency fiber activity performed during a planned service work period ("PSWP"). In the event that a SCC planned activity is canceled or delayed for whatever reason as previously notified, SCC shall notify PAGE at SCC's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

2. Fiber and Cable

a. Subject to the provisions of this Agreement, SCC shall maintain or cause a third party to maintain the System Fibers in a good and operable condition and shall repair or cause a third party to repair the System Fibers in a workmanlike manner.

b. SCC shall patrol the Fiber Route on a reasonable, routine basis and shall perform all required cable locates. SCC shall have qualified representatives on site at any time SCC has reasonable advance knowledge of construction activities reasonably believed to actually or potentially adversely affect the operation of the cable or System Fibers. SCC shall belong to a state or regional one call center when available.

c. SCC maintenance employees shall be responsible for correcting or repairing the System Fibers discontinuity or damage, including, but not limited to, the emergency repair of the System Fibers. SCC shall use commercially reasonable efforts to repair the fiber cable traffic discontinuity and restore signal continuity on the System Fibers within eight (8) hours, unless delayed by a Force Majeure Event, after the SCC maintenance personnel arrival at the problem site. SCC shall maintain sufficient capability to teleconference with PAGE during an emergency repair in order to provide continuous communication or a minimum of each hour. Within seventy-two (72) hours after completion of an emergency repair, SCC shall commence its planning for permanent repair of the System Fibers, shall notify PAGE of such plans, and shall use commercially reasonable efforts to implement such permanent repair within a reasonable appropriate time thereafter. Restoration of fibers other than the System Fibers not immediately required for service shall be completed on a schedule determined at the sole discretion of the SCC. If the fiber is not required for immediate service, the repair may be scheduled for the next available PSWP.

d. SCC shall comply with the splicing specifications as provided in the Exhibit "E" to this Agreement entitled "Fiber Cable Splicing, Testing and Acceptance Standards." SCC shall provide to PAGE any modifications to these specifications for PAGE's approval, which shall not be unreasonably delayed, conditioned, or withheld, so long as the modifications do not deviate from industry standards.

e. SCC's maintenance personnel responsible for initial restorations of a cut fiber cable shall carry on their vehicles the appropriate equipment to be usable to quickly put the cable back together using a temporary splice. The objective is to get the fiber cable back in an operating condition in as little time as possible. SCC shall also maintain an inventory of spare fiber cable at strategic locations to facilitate timely restoration.

3. Planned (Network) Service Work Period (PSWP)

a. Non-emergency work, other than Scheduled Maintenance, which is reasonably expected to produce any signal discontinuity to the System Fibers must be coordinated between the Parties, giving due consideration to impact on traffic, work safety, and security, with the intent of mitigating jeopardy work, traffic rollovers or cutovers during high traffic time periods.

4. Restoration

a. SCC shall respond to any interruption of service or a failure of the System Fibers to operate in accordance with the specifications set forth in Exhibit "B" (in any event, an "Outage") as quickly as possible (allowing for delays caused by circumstances beyond the reasonable control of SCC and Force Majeure Events) in accordance with the procedures set forth herein.

(1) When restoring a cut fiber cable, the Parties agree to work together to restore all traffic as quickly as possible. SCC, promptly upon arriving at the site of the cut, shall determine the course of action to be taken to restore the fiber cable and shall begin restoration efforts.

b. Emergency restorations splicing has as its goal to get service up as quickly as possible. This may require the use of some type of mechanical splice to complete the temporary restorations. Permanent restorations will take place as soon as reasonably possible using commercially reasonable efforts after the temporary splice is complete in accordance with the permanent repair plan developed pursuant to Section 3.C. above.

c. If at any time it becomes apparent that the service outage is going to extend beyond eight (8) hours, the corresponding management of each company will work together to determine a plan to restore the fiber cable.

5. Addition of Drop / Splice Points

a. SCC will have the right to access any of SCC IRU Fibers as provided in Section 9 of the Agreement.

b. SCC will obtain the necessary Required Rights and be responsible for the installation of fiber cable connecting to the drop points.

PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: October 14, 2015

DATE: October 1, 2015
TO: Honorable Mayor Bill Diak & Page City Council
FROM: Bryan Hill P.E., General Manager
SUBJECT: Award the Successful Bidder of #198 Utility Fiber Optic Project

SUMMARY/RECOMMENDATIONS:

Page Utility staff advertised a Request for Proposal (RFP) for the Page, AZ – Greenehaven, AZ Utility Fiber Project Bid #198. This project will install 96 strands of fiber-optic cable (through Page Utility's Right of Way) from the Waste Water Treatment plant, across the river, through Wahweap, and terminate in Greenehaven. This new infrastructure will facilitate the SCADA communication needs of the electric utility.

The competitive sealed Bids for the above-described work were due at 3:00 p.m. on September 24, 2015. A total of three (3) proposals were received and provided Bid results as follows:

COMPANY	BASE BID
Niels Fugal Sons Co. Washington, UT	\$595,063.56 Includes AZ Sales Tax
MP Nexlevel, LLC Maple Lake, MN	\$572,293.99 Includes AZ Sales Tax
TelCom Construction, Inc. Clearwater, MN	\$656,740.25 Includes AZ Sales Tax

The proposals were reviewed by staff. Staff recommended to the Board the award of this contract to MP Nexlevel, LLC, of Maple Lake MN. Their total base bid fell within the bid description as well as their qualifications package. As background, in 2011 MP Nexlevel installed approximately 14,000' of 48 strand fiber (to tie the Utility office to the Public Safety Facility). All work by MP Nexlevel was performed per the plans, schedule, and no change order pay request.

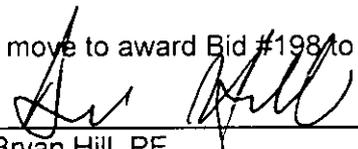
At the October 13, 2015 regularly scheduled Board meeting, the PUE Board reviewed staff's summary of the Bids and recommendation. The Board's recommendation to Page City Council will be communicated.

Funding for this project is provided by the Council approved budget (PUE Electrical Fund 50 Budget FY15/16) 'Capital Additions' GL 50-000-3960.

ATTACHMENT: Project Map

SUGGESTED MOTION:

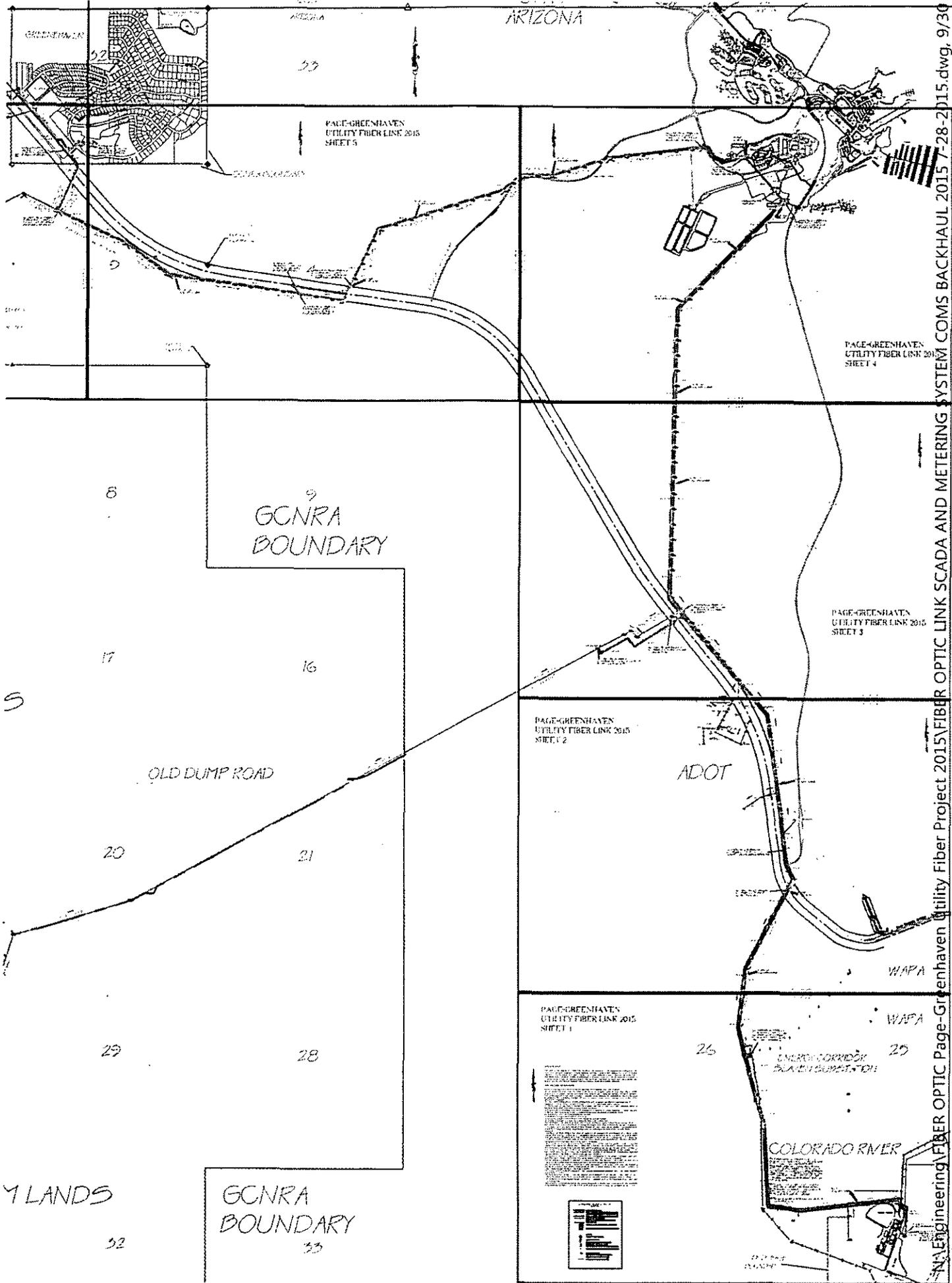
I move to award Bid #198 to MP Nexlevel, LLC of Maple Lake, MN in the amount of \$572,293.99.



Bryan Hill, PE
General Manager

ARIZONA

Engineering FIBER OPTIC Page-Greenhaven Utility Fiber Project 2015 FIBER OPTIC LINK SCADA AND METERING SYSTEM COMS BACKHAUL 2015 7-28-2015.dwg, 9/30



PAGE-GREENHAVEN
UTILITY FIBER LINK 2015
SHEET 5

PAGE-GREENHAVEN
UTILITY FIBER LINK 2015
SHEET 4

PAGE-GREENHAVEN
UTILITY FIBER LINK 2015
SHEET 3

PAGE-GREENHAVEN
UTILITY FIBER LINK 2015
SHEET 2

PAGE-GREENHAVEN
UTILITY FIBER LINK 2015
SHEET 1

GCNRA
BOUNDARY

OLD DUMP ROAD

ADOT

WAPA

WAPA

ENERGY CORRIDOR
SCADA SUBSTATION

COLORADO RIVER

Y LANDS

GCNRA
BOUNDARY

