

To view City Council's
2015 Strategic Priorities
and

Individual Priorities,

please visit our website at

cityofpage.org/government/councilpriorities

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

Thank you

**PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
AUGUST 26, 2015**

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on August 26, 2015, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, David Tennis and Dennis Warner were present.

Mayor Diak called the meeting to order.

Staff members present: City Manager, Crystal Prentice; City Attorney, Joe Estes; Community Development Director, Kim Johnson; City Magistrate/Airport Director, Rick Olson, Tourism Director, Lee McMichael, and City Clerk, Kim Larson.

Mayor Diak opened the work session and welcomed Superintendent Todd Brindle.

Mayor Diak moved this agenda item to take place first.

Discussion pertaining to Horseshoe Bend with National Park Service Superintendent Todd Brindle.

Superintendent Todd Brindle introduced Chief Ranger Lindy Mihata who will be the Acting Superintendent, and Fee Program Manager Jim O'Sickey.

Mayor Diak asked Superintendent Brindle to provide an update on Horseshoe Bend and the reason fee areas are being discussed.

Superintendent Brindle stated that this is his fifth year as Superintendent of the Glen Canyon National Recreation Area (Glen Canyon). Glen Canyon was set aside by Congress in 1972, and there are 1.25 million acres and five counties within the park. In the 1990's, Congress passed a law to allow the National Park Service to collect fees. Glen Canyon is a large and dispersed park, unlike the Grand Canyon where there are entrances at distinct places you must drive through to enter. One of the dispersed areas is Horseshoe Bend, and people do not realize that it is within Glen Canyon. The Park Service at Glen Canyon noticed that Horseshoe Bend had exploded with tourist over the last 2-3 years and that it has become an iconic place for people to visit. He stated that among things the Park Service was concerned with was over-use of the area, and visitor safety. They began looking at Horseshoe Bend about three years ago, and there have been discussions on how to better manage the area.

Superintendent Brindle stated that the Park Service made a decision this year look into issues at Horseshoe Bend. They have had discussions with Mayor Diak, Coconino County, and others about infrastructure improvements that can be done for the visitors, as well as protecting the resources. He stated that the Park Service was researching the fee revenue that they had not been collecting.

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This year he asked his staff to gather information about who was visiting Horseshoe Bend, to determine if they are also entering Glen Canyon at another entrance, and/or going on to visit another National Park, as well as just the number of visitors at Horseshoe Bend. Staff has also been asking the commercial users if they were aware that they are entering Glen Canyon National Recreation Area, a National Park Service fee area. Superintendent Brindle stated that the Park Service would not collect fees at Horseshoe Bend until they had the support of the City.

Superintendent Brindle stated that the Park Service has entered into a partnership project with the City and Coconino County regarding improvements and resource protection. He said next year is the 100 Year Anniversary for the establishment of the National Park System. The National Park Service is looking nationwide for Centennial Signature Projects to showcase. There has been discussion about using Horseshoe Bend as a Centennial Project. There is a partnership project in place called the Centennial Challenge. The Horseshoe Bend project would be approximately a 1.4 million dollar project. The Centennial Challenge Grant has been applied for and the cost for the improvements will be shared between the Park Service, the City of Page, and Coconino County. The improvements may include the parking lot, solar lighting, sustainable restrooms, and improvement to the rim trail. If the grant is approved it should be funded in 2017.

Mayor Diak asked Superintendent Brindle when he would know if the grant was awarded.

Superintendent Brindle stated that they should know by the end of this calendar year.

Mayor Diak asked if a formal survey was completed to find out who the visitors were, if they were paying an entrance fee at a different area, or are they sole visitors to Horseshoe Bend and not the rest of the recreation area?

Superintendent Brindle stated that they are not doing a formal survey, they are only approaching the commercial drivers; they are trying to capture busses and commercial tours when they are parked and the tourists are out exploring Horseshoe Bend.

Mayor Diak stated that the City did receive some complaints that visitors were directed to go to Wahweap and pay a fee and then they could come back. He stated that Superintendent Brindle had addressed that issue in an e-mail. The City of Page did its own survey and people were being turned away.

Jim O'Sickey stated that the Park Service staff was directed to contact commercial busses when appropriate and ask if they paid a fee. If they said "no, where do we pay?", they were then told that they can pay at the Wahweap Fee Booths.

Councilor Bryan stated concerns that he has not been involved in any plans regarding Horseshoe Bend.

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Mayor Diak stated that an application was submitted for grant money for the Horseshoe Bend Trail project, but that there has been no planning; without the grant money the City cannot move forward with the project.

City Manager Crystal Prentice stated that Mayor Diak, Councilor Warner and herself met with National Park Service personnel and discussed the 2009 Glen Canyon Rim Trail Assessment. The Park Service personnel told them about a grant opportunity (Centennial Challenge). Ms. Prentice stated that this was referenced in the City Manager's report, and that there was no commitment when the grant was applied for. If the grant is awarded, it will be presented to City Council at that time.

There was discussion pertaining to issues at Horseshoe Bend: increased traffic, parking lot filling up, vehicles having to park on the highway, trash, and the lack of public restrooms.

Mayor Diak commented on the amount of visitors at Horseshoe Bend in March, the beginning of the tourism season. He stated that the Arizona Department of Transportation (ADOT) was getting involved, due to the highway being inundated with parking along both sides of the highway.

Mayor Diak stated that there was a lot of concern regarding it becoming a fee area. He asked if it would be a standalone fee area.

Councilor Sadler asked if there would actually be a fee booth in the area.

Superintendent Brindle stated that there are no plans for a fee booth.

Fee Program Manager Jim O'Sickey stated that the Park Service staff at Horseshoe Bend was asked to count private and commercial vehicles. He said that he directed his staff to contact the commercial operators, when their bus or van was empty, to let them know that they were in a fee area. They estimated that most of the private vehicles have an annual pass, some people did not realize that they were in a fee area, and some of the commercial vans were only going as far as Antelope Canyon. The majority of the visitors were from Las Vegas and California. Park Service staff reported that at 6:00 a.m. there were approximately 25 vehicles and by 10:00 a.m. vehicles were parking on the highway.

There was discussing regarding the trash, and the lack of public restrooms.

Superintendent Brindle stated that they are not turning anyone away, and they do advise the visitors to take water with them.

Councilor Warner stated that a master plan needs to be done, that the City and Park Service need to work together to plan the parking lot for private vehicles and a place for busses to park. He stated that he would like to have data to determine how many people are attending, and then determine how many people to accommodate. He stated that he did not feel it was appropriate for the City or Park Service to charge a fee without any services.

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Superintendent Brindle stated that an entrance fee is not for services, it is for entering the park. The Park Service is not contemplating collecting a fee at that location.

There was discussion pertaining to different areas of Glen Canyon where fees may or may not be charged.

There was lengthy discussion.

Councilor Tennis stated concerns that the commercial drivers may bypass the City of Page and take a different route due to the solicitation for a fee. He then referenced the ramada at Horseshoe Bend that the Canyon Club installed, and all of the improvements that the City has put into Horseshoe Bend, and this was an opportunity for people to do something without an entrance fee. He asked if there would be revenue sharing, if there was a fee.

There was discussion.

Councilor Bryan stated that the City does not want this to be a fee area, and asked if there was an option to not have a fee to enter Horseshoe Bend?

Superintendent Brindle stated that anytime the Park Service considers fee collection, they look at the cost of collection verses the revenue. He gave the example of the Chains and Hanging Gardens where there is not enough visitation to legitimize doing onsite collection. The first steps they were taking this summer at Horseshoe Bend were to find out how many busses were paying and how many were not. If the results show that the majority of them have paid somewhere else, then yes.

Superintendent Brindle stated that more infrastructure to protect the area and visitors does not come for free. He is proposing that if there is revenue based on people paying to visit Horseshoe Bend, they can turn around and put some of the money into infrastructure.

There was further discussion.

It was decided at this time to remove the second agenda item until a later date.

Mayor Diak stated that Horseshoe Bend is important to the city and the community of Page and that City Council took action to protect that area. Thirty-six (36) acres was declared to be open space to prevent an intrusion of commercial entities into that area. The City wanted to keep it from becoming commercialized and a fee area. That is still a concern for the City of Page and those sitting on City Council at this time, and hopefully those in the future. He said that there are very few things that are free in the USA today, at least free from a fee.

Discussion continued.

Bryan Price, 245 Hopi Avenue, stated his concern regarding Horseshoe Bend being a fee area and the volume of visitors that have gone to the area because it was free.

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Superintendent Brindle stated that it has always been a fee area. Glen Canyon is all a fee area.

There was discussion.

Gary Ladd, 1808 Rimview Drive made a statement that Horseshoe Bend is a tremendous asset for the City of Page and to be careful with it. He stated concerns that the Park Service was out there talking to people about fees because there are no signs to indicate that they are entering Glen Canyon and that there is a fee. He stated concerns about the parking lot and people parking along the highway. He talked about improvements to the area that he felt were important.

There was discussion pertaining to involving ADOT for signage.

Councilor Warner stated that he would like to move forward with this project and he proposed that the stakeholders work together and hire a consultant to facilitate the project. He asked that this be placed on an agenda.

Superintendent Brindle stated that if the City was requesting that the Park Service no longer contact buses, they will stop.

Mayor Diak stated that the City would like that, but that there will be an active effort to work with the Park Service to notify the public through handouts, what is coming in the future, including the tour groups, if this is the direction that is decided.

Councilor Sadler commented that if the City wants to take the lead, that the City needs to do a formal count as to how many people, cars and buses, go to Horseshoe Bend.

Discussion concerning the possible amendment to the City Code Section 3-5-5 Lease of City Property relating to publication requirements and costs, and the possible exemption of airport hanger leases, and other leases of nominal value.

Agenda item was removed.

The meeting was adjourned at 6:37 p.m.

Kim Larson
City Clerk

William R. Diak
Mayor

**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
AUGUST 26, 2015**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on August 26, 2015, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, David Tennis and Dennis Warner were present. There was a moment of meditation. Councilor Tennis led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Prentice; City Attorney, Joe Estes; IT Director, Mike Bergner; Human Resources Administrator, Kay Eddlemon; Police Chief, Frank Balkcom; Police Lieutenant Tim Lange; Airport Director, Rick Olson; and City Clerk, Kim Larson.

PRIORITY LIST

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

There was no discussion by the City Council

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

Prior to the Regular City Council Meeting there was a City Council Work Session with the National Park Service. In attendance were Glen Canyon National Recreation Area Superintendent Todd Brindle, Acting Superintendent Lindy Mihata, and Fee Program Manager Jim O'Sickey. The purpose of the work session was to discuss Horseshoe Bend. Discussion centered around the increased tourism, how to better manage the tourist traffic, proposed entrance fees, an update on the Centennial Grant, and future infrastructure.

Councilor Bryan referenced the work session in connection with City Council Strategic Priorities - Community Development, Objective 1.2 – "Initiate a process to develop a master plan for Horseshoe Bend and the Amphitheater." He stated that the City is going to have to take the lead and he would like to get a consensus from Council to direct Staff to start the process immediately, and prioritize with the Park Service on improvements that need to happen right away, such as signage and parking lot improvements.

There was discussion.

There was consensus of the City Council, and then it was decided a motion would be appropriate.

Motion made by Councilor Bryan to direct Staff to begin the initiation of a master plan by putting together a subcommittee to address the immediate needs at Horseshoe Bend.

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The motion was duly seconded and passed upon a vote.

Councilor Tappan confirmed that the City Council Retreat was scheduled for October 24, 2015.

MINUTES

Work Session Meeting – August 12, 2015

Regular City Council Meeting – August 12, 2015

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

CONSENT AGENDA

Lake Powell National Golf Course Advisory Board-April 20, 2015

Lake Powell National Golf Course Advisory Board-June 15, 2015

Page Airport Advisory Board-July 13, 2015

Lake Powell National Golf Course Advisory Board-July 20, 2015

Page Utility Enterprises Board-July 21, 2015

INFORMATION

City of Page Monthly Cash Allocation Comparison Report

Letter of Resignation-Deedee Sadler-Page Airport Board

Letter of Resignation-Ivan Cendese-Page Substance Abuse Task Force

Proclamation-Arizona Grandparent Ambassadors Month

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

PUBLIC HEARINGS

None

HEAR FROM THE CITIZENS

Larry Clark, 1608 Pueblo, referenced the earlier City Council Work Session regarding Horseshoe Bend and stated concerns regarding traffic control at the Horseshoe Bend turnoff. He then made a suggestion that there be a loop trail at Horseshoe Bend, so you will not have people passing each other for capacity purposes. Mr. Clark then complimented the lawn at the City Park, stating that it looks very beautiful this year.

UNFINISHED BUSINESS

None scheduled

NEW BUSINESS

Discussion and possible action by the City Council pertaining to reimbursing ARAMARK for mower lease payments for the Lake Powell National Golf Course

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In June 2012, the City entered into a five year Professional Services Agreement for Management, Operation and Maintenance of the Lake Powell National Golf Course with ARAMARK Sports and Entertainment Services, LLC. In May, the City Council amended the agreement and some of the changes were:

Paragraph 1(c) of the Agreement was amended to read: "ARAMARK shall be solely responsible for all regular replacement parts, labor, professional services, and insurance, and other items as may be reasonably necessary to operate Lake Powell National Golf Course. The City agreed to be responsible for the reimbursement or replacement of grounds keeping equipment only, as approved by the City Council through the City's annual fiscal budgetary process, with the City's fiscal year beginning on July 1st of each year. Any requests for reimbursement or replacement for such grounds keeping equipment must be submitted to the City no less than 90 days prior to the commencement of the next fiscal year."

Paragraph 5 of the agreement was amended to read: "This agreement shall be made effective as of the 10th of June, 2015 and expire, with no penalty, further obligation, or liability, other than those expressly stated herein, the 31st day of December, 2020, unless terminated as provided for herein. This Amendment together with the Agreement, shall automatically be extended under the same terms and conditions for two (2) five (5) year periods unless ARAMARK gives the City written notice of its election not to extend the Agreement for any time prior to one (1) year before the expiration of this Agreement. If this Agreement expires or is terminated for any reason whatsoever, the City agrees to purchase, or cause a successor management company to purchase, the then-existing inventory, which is in saleable condition, as cost and the then-existing golf carts at fair market value."

ARAMARK requested the City to reimburse them for monthly lease payments for the Groundmaster and Reelmaster rough mowers used to maintain the Lake Powell National Golf Course.

BUDGET IMPACT: The FY 16 includes \$30,000 in the Capital Outlay - Equipment Replacement and Purchase for mower leases.

150864 - Groundmaster	1st 12 Months	2nd 12 months	3rd 12 months	4th 12 months
Monthly Lease Payments (includes Admin & Interest)	\$1,388.39	\$1,356.04	\$1,324.30	\$1,291.95
Tax on Lease (9.90%)	\$137.45	\$134.25	\$131.11	\$127.90
Program Fees	\$4.00	\$4.00	\$4.00	\$4.00
Tax on Program Fees (9.90%)	\$0.40	\$0.40	\$0.40	\$0.40
Total	\$1,530.24	\$1,494.68	\$1,459.80	\$1,424.25

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150865 - Reelmaster	1st 12 Months	2nd 12 months	3rd 12 months	4th 12 months
Monthly Lease Payments (includes Admin & Interest)	\$1,275.90	\$1,244.66	\$1,213.97	\$1,182.73
Tax on Lease (9.90%)	\$126.31	\$123.22	\$120.18	\$117.09
Program Fees	\$4.00	\$4.00	\$4.00	\$4.00
Tax on Program Fees (9.90%)	\$0.40	\$0.40	\$0.40	\$0.40
Total	\$1,406.61	\$1,372.28	\$1,338.55	\$1,304.22

Councilor Dugan verified with the City Manager Crystal Prentice that the reimbursement was for new equipment.

Motion made by Councilor Tappan to authorize the City Manager to reimburse Aramark for the monthly lease payments for the Groundskeeper and Reelmaster rough mowers used to maintain the Lake Powell National Golf Course. The motion was duly seconded and passed upon a vote.

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

The Page Police Department has an annual maintenance contract with Spillman Technologies, Inc. The contract includes all software upgrades and enhancements with telephone and on-line training and support. Additionally, the Police Department receives regular software patches to remedy "bugs" or problems reported to customers. The maintenance fees cover technical support, and dedicated account representatives that will assist with any unresolved issues, along with access to regional and national user groups.

IT Director Mike Bergner introduced the agenda item and stated that part of the increase in the amount due was for taxes, which the City is liable for, and had not been billed for in previous years.

City Attorney Joe Estes stated that Spillman should have been collecting taxes in the past.

There was discussion.

Councilor Sadler asked if the City had an IT person with the City managing Spillman.

IT Director Mike Bergner stated that there is an employee within the Police Department that will be attending training.

Chief Balkcom spoke about the different modules that are available with Spillman, such

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as modules to help identify crime prone areas, inventory, and performance base. He stated the focus for the police department is to implement smart police initiatives, and that smart police initiatives are based on data. He then stated that Administrative Assistant Cassandra Klain would be attending the Spillman training.

Motion made by Councilor Sadler to approve the annual maintenance agreement invoice from Spillman Technologies, Inc. in the amount of \$29,189.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to approval of Federal Aviation Administration (FAA) Grant Agreement No. 3-04-0025-029-2015 for the Page Municipal Airport

On August 18, 2015, bids for Airfield Electrical Upgrades and Runway 7 Taxiway Connector were opened. The low bid for Airfield Electrical Upgrades was \$347,213.00 and the low bid for the Runway 7 Taxiway Connector was \$442,170.00. Added to the bids are Authorization for Services No. 6 and No. 7 in the amount of \$172,518.00 plus \$5,000.00 for Sponsorship. The total of these costs are \$966,901.00. with the FAA share at 918,555.00. This is the amount of the FAA Grant Agreement for AIP 29. City Council approval is requested for this FAA Grant Agreement in the amount of \$918,555.00.

Airport Director Rick Olson presented the airport agenda items. He stated that there are two projects at the airport, and that there are five items listed on the agenda that pertain to the two projects. The most important one is to renew the end-of-life lighting system that services the runway and taxiway areas. The second project is an exit ramp servicing the cross wind runway. Mr. Olson explained what the pilots have to do currently and how the Runway 7 Taxiway Connector will work. The combination of the two projects is about one million dollars. Mr. Olson requested that on all five items, City Council give City Manager Crystal Prentice authority to execute and sign all of the grant projects.

Mr. Olson then referenced the following two agenda items for the two projects and the two bids for the projects.

There was discussion.

Motion made by Councilor Sadler to accept the FAA Grant Offer, "Based on Bids", in the amount of \$966,901.00 and authorize the City Manager to sign the Grant Agreement. The motion was duly seconded and passed upon a vote.

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

Motion made by Councilor Sadler to authorize the City Manager to coordinate and

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execute the Notice of Award, and the Notice to Proceed. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to authorization for Construction Management Services No. 6 with C&S Companies for Construction Management Services-Airfield Electrical Upgrades Project for the Page Municipal Airport

At the August 22, 2015 Regular City Council Meeting, the Council approved a General Services Agreement with C&S Companies, subject to the specific scope of services attached to an "Authorization for Services" for each project. Under AIP 29, the Authorization for Services No. 6 is for Construction Management Services for the Airfield Electrical Upgrades project.

Motion made by Councilor Bryan to approve the Authorization for Services No. 6 with C&S Companies for Construction Management Services associated with the Airfield Electrical Upgrades Project in the amount of \$74,656.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to authorization for Construction Management Services No. 7 - Runway 7 Connector Taxiway Project for the Page Municipal Airport

At the August 22, 2012 Regular City Council Meeting, the Council approved a General Services Agreement with C & S Companies, subject to the specific scope of services attached to an "Authorization for Services" for each project.

Under AIP 29, the Authorization for Services No. 7 is for Construction Management Services for the Runway 7 Connector Taxiway Project.

There was discussion.

Motion made by Mayor Diak to approve the Authorization for Services No. 7 with C & S Companies for Construction Management Services associated with the Airfield Electrical Upgrades Project in the amount of \$97,862.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to the purchase of a new K-9 dual purpose dog and training for K-9 and officer/handler

At the August 19, 2015 Substance Abuse Task Force Meeting, the Task Force approved to grant funds to help support the Page Police Department K-9 Program. The funds will be used to purchase a new K-9 dual purpose dog, and training for the officer/handler and K-9, along with travel expenses for their training. The program will enhance the Police Department Officer Safety concerns by deploying the dog for building searches and high profile violent offender contacts. The K-9 will also be used for narcotic searches and assistance with Narcotic Search Warrants as well as Drug

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Interdiction. The K-9 will also be used to assist other regional agencies as needed.

Lieutenant Tim Lange presented the item. He stated that on August 19, 2015 he went before the Substance Abuse Task Force and presented a proposal for a dual purpose dog. The sum of \$19,618.00 was awarded for the purchase of a dual purpose K-9 and training for the K-9 and officer/handler. He stated that the dual purpose K-9 will help with officer safety, drug investigations and will be good for the community. He gave an example of how a dual purpose K-9 dog would have benefited the Police Department in the past. He stated that having the dual purpose K-9 will be an immense tool for officer safety.

Councilor Sadler asked what would happen if the officer/handler left the Police Department.

Lieutenant Lange stated that the officer/handler would have to sign a three year contract after receiving the training certificate.

Councilor Tappan asked when and how the officer/handler would be selected.

Lieutenant Lange explained that there will be testing, an oral board, and a physical test, along with other paperwork.

Chief Balkcom added that after the initial training, there will be monthly training. The Department of Public Safety does monthly training that will be available. He also stated that there is a guarantee with the purchase of the dog and the company the dog is being purchased through (Alderhorst International, Inc.) was highly recommended.

Motion made by Councilor Sadler to approve the purchase of a new K-9 dual purpose dog for the Page Police Department, and obtain training for the K-9 and the officer/handler. The motion was duly seconded and passed upon a vote.

BID AWARDS

Discussion and possible action by the City Council pertaining to an award of bid for Page Municipal Airport - Runway 7 Connector Taxiway Project

The Runway 7 Connector Taxiway Project was published for bid requests on July 22nd and 29th, 2015. Two (2) bids were received and opened on August 18, 2015. The lowest responsible bidder recommended by C & S Companies was J. Banicki Construction Inc., with a bid of \$422,170.00.

Motion made by Mayor Diak to grant the Runway 7 Connector Taxiway Project bid award to J. Banicki Construction, Inc. in the amount of \$422,170.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to an award of bid for

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Page Municipal Airport - Airfield Electrical Upgrades

The Airfield Electrical Upgrades were published for bid requests on July 22nd and 29th, 2015. There were four (4) bids received and opened on August 18, 2015. The lowest responsible bidder recommended by C & S Companies was Rural Electric with a bid of \$347,213.00.

Motion made by Councilor Tappan to grant Airfield Electrical Upgrades bid award to Rural Electric in the amount of \$347,213.00. The motion was duly seconded and passed upon a vote.

BUSINESS FROM THE MAYOR

None scheduled

BUSINESS FROM THE MANAGER

None scheduled

BUSINESS FROM THE CITY ATTORNEY

None scheduled

BUSINESS FROM THE COUNCIL

Presentation pertaining to a 2015 League Service Award

Mayor Diak asked Vice Mayor John Kocjan to meet him in front of the dais. Mayor Diak then presented Vice Mayor Kocjan with an award from the Arizona League of Cities and Towns to recognize Vice Mayor Kocjan for his 16-years of Service as a Council Member for the City of Page.

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

Councilor Tennis gave a brief overview of the Fourth Quarter Financial Report. He stated that all of the funds and revenues have exceeded the projections, and that the City of Page has a healthy balance.

Councilor Warner reviewed the report and presented highlights from the report including the percentage of net revenues over expenditures. He then stated that the City has become consistent, except what was noted on the report, and spending was stabilized. He stated that the City needed to continue being conservative, with a long-term strategic plan for rainy day funds.

There was discussion only.

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

BOARDS & COMMISSIONS

Discussion by the City Council pertaining to reports by Board Liaisons

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Ordinance 622-15 went into effect August 22, 2015, which changed the number of Parks and Recreation Advisory Board members from 5 to 7 members. There were two vacancies on the Board and applications were received from Michael A. Woods and Steve Mongrain.

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

Motion made by Mayor Diak to appoint Steve Mongrain to the Parks and Recreation Advisory Board with a term ending June 2017. The motion was duly seconded and passed upon a vote.

DEPARTMENTS

None scheduled

EXECUTIVE SESSION

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

Motion made by Vice Mayor Kocjan to enter into Executive Session for both Executive Session agenda items at 7:30 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak reconvened the Regular City Council meeting at 9:34 p.m.

Discussion and possible action by the City Council pertaining to Page City Attorney Joseph D. Estes

There was no discussion by the City Council.

EXECUTIVE SESSION

Pursuant to ARS § 38-431.03 (A) (1) Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that such discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with such notice of the executive session as

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is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether such discussion or consideration should occur at a public meeting. **Page City Manager J. Crystal Prentice, annual evaluation**

Discussion and possible action by the City Council pertaining to Page City Manager J. Crystal Prentice annual evaluation

There was no discussion by the City Council.

CLAIMS

None scheduled

ADJOURN

The meeting was adjourned at 9:36 p.m.

Kim L. Larson
City Clerk

William R. Diak
Mayor

**SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
JULY 15, 2015**

A Regular Meeting of the Substance Abuse Task Force was held at 5:15 p.m. on July 15, 2015 in the Page Public Library Conference Room in Page, Arizona. Chair Ron Macdonald presided. Vice Chair Cherie Zube', Secretary Bunny Cochran and Member Regina Santelli were present. Member Ivan Cendese was absent. Liaison to City Council, John Mayes was present. No city staff member was present.

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

HEAR FROM THE CITIZENS

No citizens addressed the board

MINUTES

Regular Substance Abuse Task Force Meeting – June 17, 2015

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

UNFINISHED BUSINESS

There was no unfinished business

NEW BUSINESS

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

1. Collaboration with the Page Public Library to fund the purchase of popcorn for Movies in the Park, and select any or all of the 4 MATforce/Marijuana Harmless?Think Again? short prevention ads to be shown prior to the movie.

A motion was made by Member Zube' to collaborate with the Page Library to air prevention messages in the form of 4 MATforce/Marijuana Harmless?Think Again? Ads, and provide free popcorn at a cost of \$345 to those attending *Movies in the Park*, for the rest of the seasonal event, as a pilot program for possible adoption next year for the entire summer. The motion was duly seconded by Member Santelli and passed upon a unanimous vote.

Discussion only pertaining to:

1. Review of 2014 Arizona Youth Survey data on alcohol consumption of students in grades 8, 10 & 12 in Apache, Coconino, Navajo and Yavapai counties.
2. Review of Arizona hospital data, per county, listing alcohol abuse as the first listed diagnosis for patients treated in emergency rooms.

ADJOURN: The meeting was adjourned at 6:20 p.m.

Approved: Ron Macdonald 8/19/15
Chairman

Bunny Cochran 8/19/15
Secretary

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

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

Vice Chair Warner called the meeting to order.

HEAR FROM THE CITIZENS

No citizens addressed the Tourism Board.

MINUTES

Regular Tourism Board Meeting- April 28, 2015 and Special Tourism Board Meeting – July 6, 2015

Motion made by Member Ketchersid to approve both sets of minutes. The motion was duly seconded by Member Hinchey and passed upon a vote.

REPORTS/PRESENTATIONS

City Council - Mike Bryan

There was no report.

Community Development Director – Kim Johnson

There was no report.

Tourism Director Report – Lee McMichael

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

UNFINISHED BUSINESS

None

NEW BUSINESS

Discussion – Tourism Board Expanded Role and Budget/Tourism Plan

Director Johnson presented information about community and economic development. She also presented information about the Grant Form. There were beginning discussions about these topics with more in slated for future meetings.

Discussion and possible recommendation – Sponsor Bryan Hill, BasketCase Hot Air Balloon at Albuquerque International Balloon Fiesta

There was discussion. The board recommended to sponsor Mr. Hill at the Albuquerque Fiesta.

Discussion – National Park Service Fees at Horseshoe Bend

There was discussion only.

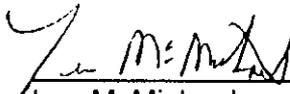
Page Tourism Board Regular Meeting-July 28, 2015

Discussion and possible recommendation – Broadcast of Board Meetings on PEG channel

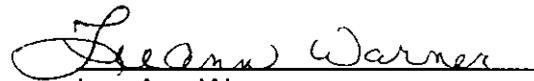
There was discussion. The board recommended to agree to broadcasting their future board meetings.

ADJOURN

The meeting was adjourned at 6:55 p.m.



Lee McMichael
Tourism Director



Lee Ann Warner
Vice Chairman



Request for City Council Action

Title:	Arizona Department of Liquor Licenses and Control Application for Extension of Premises/Patio Permit		
Meeting Date:	September 9, 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 Extension of Premises/Patio Permit for William Stephen Justice/Page Elks Lodge 2498		

BACKGROUND:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for an Extension of Premises/Patio Permit from William Stephen Justice/Page Elks Lodge 2498.

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 Extension of Premises/Patio Permit for William Stephen Justice/Page Elks Lodge 2498

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
Date payment received: _____/_____/_____
CSR initials: _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
This application must be returned to the Department of Liquor
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:
SMOKING AREA; OUTSIDE EVENT AREA SUCH AS WEDDING, BIRTHDAY, ETC

Temporary change for date(s) of: ___/___/___ through ___/___/___ List specific purpose for change:

1. Licensee's Name: Justice Last William First STEPHEN Middle
2. Mailing Address: P.O. 1506 Street PAGE City AZ State 86040 Zip
3. Business Name: PAGE ELKS LODGE 2198 License # _____
4. Business Address: 807 AQUA AVE Street PAGE City AZ State 86040 Zip
5. Contact phone: (602) 538-9850 Business phone: (928) 645-2498
6. Email: pageelks@carlsbad.net
7. Is extension of premises/patio complete?
 N/A Yes No If no, what is your estimated completion date? ___/___/___
8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No
9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No
10. Have you received approved Liquor Law Training?
 Yes No If yes, when does your Certificate expire? Date: 11/8/18
11. What security precautions will be taken to prevent liquor violations in the extended area?
AREA HAS AN 8FT WALL WITH LOCKED GATE; ONLY ACCESS THROUGH LOUNGE WITH MEMBERSHIP CARD
12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

➡ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ⬅

➡ After completing the application, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature)

(Title)

(Agency)

Date

I, _____, declare that I am the APPLICANT and, under penalty of
(Print full name)
perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____
(Signature) Title/ Position Date Phone #

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

State _____ County of _____

My Commission Expires on: _____
Date Signature of Notary Public

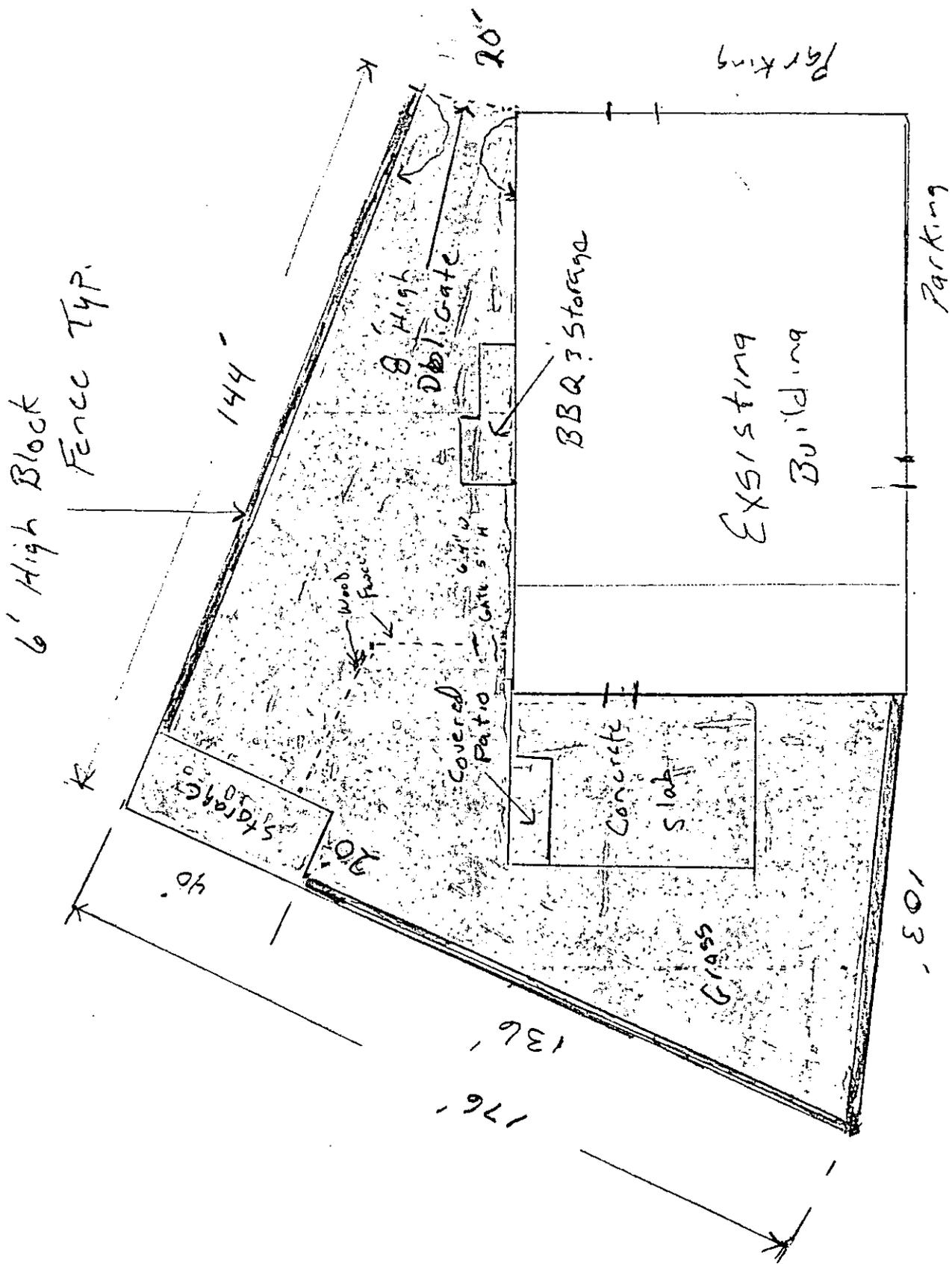
Investigation Recommendation: Approval Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals _____ Date: ___/___/___

Proposed Extension of Premises / Patio Permit

Extension Highlighted

All Perimeter 6' High Block Fence Typ.





Request for City Council Action

Title:	Reschedule Council Meeting dates		
Meeting Date:	September 9, 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 Dept.	Supporting Documents:	N/A
Prepared By:	Kim Larson, City Clerk	Presented By:	Mayor Diak
Reviewed By:	Crystal Prentice, City Mgr.	Approved By:	Crystal Prentice, City Mgr.
Proposed Action:	Reschedule the November and December 2015 Regular City Council Meetings to November 4 th and November 18 th and December 3 rd and 17 th .		

BACKGROUND:

Due to the Thanksgiving Holiday and Christmas Holiday, the November and December Regular City Council Meetings need to be rescheduled.

Staff recommends that the November Regular City Council Meetings be rescheduled to the following: Wednesday, November 4th and Wednesday November 18th.

Staff recommends that the December Regular City Council Meetings be rescheduled to the following: Wednesday, December 2nd and Wednesday, December 16th.

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

STAFF RECOMMENDATION:

I move to reschedule the November and December 2015 Regular City Council Meetings to November 4th and November 18th and December 2nd and 16th.



Request for City Council Action

Title:	Staff to Prepare a Request for Proposal for a Park Master Plan to include Phasing Plan		
Meeting Date:	September 9, 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:	Community Development	Supporting Documents:	None
Prepared By:	Kimberly Johnson, Community Development Director	Presented By:	City Manager
Reviewed By:		Approved By:	
Proposed Action:	Motion to direct Staff to Prepare an Request For Proposal for Park Master Plan to Included Phasing Plan		

BACKGROUND:

In April the Park and Recreation Advisory Board (PRAB) asked Staff to explore options for park facilities master planning. City Staff contacted Coconino County and was offered the services of Judy Weiss, Coconino County Parks and Recreation Director. At the July PRAB board meeting, Director Weiss made a Power Point presentation and facilitated discussion by the Board. After lengthy discussion, the board directed staff to bring suggested language, to recommend action by the City Council to authorize staff to develop a Request for Proposals for professional services to prepare a Park Master Plan and phasing options for the City of Page.

The purpose of a Park Master Plan is to develop a comprehensive vision for specific park areas in context with each specific location, natural resources, and vision of the community. This vision will be a framework for park, trail, and open space use and development over the next ten years. Citizen participation will be critical in formulating the plan.

BUDGET IMPACT:

\$100,000 has been included in the Capital Improvements Plan for park and facilities planning and improvements.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

At their August meeting, the Park and Recreation Advisory Board voted to recommend that the City Council authorize staff to develop a Request for Proposals and solicit proposals to prepare a Park Master Plan with public participation element and phasing options for the City of Page.

STAFF RECOMMENDATION:

I move to authorize Staff to develop a Request for Proposals and solicit proposals to prepare a Park Master Plan with public participation element and phasing options for the City of Page.



Request for City Council Action

Title:	Balloon Regatta Committee Request for City Assistance		
Meeting Date:	September 9, 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:	Administration	Supporting Documents:	Ordinance 171 Ordinance 390
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Discussion and possible action by the City Council to approve, deny or modify the request.		

BACKGROUND: In July 2010, the City became the fiscal agent for the Balloon Regatta Committee.

In February 2014 the Tourism Board approved the Memorandum of understanding with the committee. According to the MOU, the Tourism Board agreed to assume contractual responsibilities on behalf of the Balloon Regatta Committee; provide event insurance; market the Regatta using Tourism Fund; and develop an incentive commission program for the committee member(s) who sell sponsorships for the event.

In May 2015, at the request of the Balloon Regatta Committee, City Council authorized the City Manager to issue a check to the Page-Lake Powell Balloon Regatta in the amount of \$35,990.67; severing the fiscal agent relationship and Memorandum of Agreement.

The 13th annual Page Lake Powell Balloon Regatta is scheduled for Thursday, November 5 to Sunday, November 8, 2015. On Tuesday, staff met with Balloon Regatta Committee Chair, Deedee Sadler to discuss a request for City assistance.

The committee has asked the City:

1. To permit the morning pilot briefings on the Lake Powell National Golf Course driving range. The briefings will be held at 7:15 a.m. each morning. In preliminary discussions, Aramark staff did not indicate any concerns.
2. To provide parking/traffic assistance on Friday, Saturday, & Sunday morning from 6:00 a.m. (with a higher focus on Saturday morning to keep traffic moving in and out on Clubhouse Drive. In addition, police department will assist with traffic throughout the City as balloons are launched & land, and provide access for balloon crews onto the Page Airport for recovery when needed. *The Police Department will initiate an Incident Command and NIMS plan for this event, including a traffic plan.*
3. To provide access to the "Adkinson yard" to store and fill propane tanks.
4. To close and clear Lake Powell Boulevard for the glow event on Saturday evening, balloons will be getting into position at 5:00 p.m.
5. To provide liability insurance which includes an event rider for an aviation event and name the City of Page and the Page Lake Powell Balloon Regatta. USI Insurance Services will cover the event and committee, we are awaiting a quote. Last year the cost was \$2700.
6. Set up an incident command center near the glow event and vendor fair.
7. To permit recreational vehicles parking/camping on the City property parking lot located at the old Canyon Nine Clubhouse and Golf Course Maintenance on HWY 89.

8. To market and promote the event (see staff recommended marketing expenditures).

Staff Recommended Balloon Regatta Marketing Schedule

Outlet	Month	Frequency	Cost
The Sunday-Las Vegas	Oct.	2x	\$ 1,400.00
Gateway	Oct.	1x	\$ 450.00
Radio/Kiosk			\$ 1,200.00
LP Chronicle Tabloid (50% of \$2,900)	Nov.	.5x	\$ 1,450.00
Page High School-posters	Sept.		\$ 100.00
Durango Herald, etc.	Oct.	1x	\$ 270.00
AZ Statewide Ad Network	Oct.	2x	\$ 2,950.00
Bryan Hill Fiesta Sponsorship	August	1x	\$ 1,750.00
TOTAL			\$ 9,570.00

9. To permit tailgating on the Lake Powell National Golf Course driving range after the launch.

Ordinance 171 (attached) Prohibiting the Possession of and Consumption of Spirituous liquors in City Parks or Recreation Area; Providing for Exceptions and Permits

The Ordinance does not allow for Spirituous liquor includes alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor, malt beverage, absinthe or compound or mixture of any of them, or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, and any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.

Section 3. Exceptions. Notwithstanding the provisions of Section 2 of this ordinance, the prohibitions contained herein shall not apply to the City property known as the Page Municipal Golf Course or Glen Canyon Golf and Country Club.

Section 4. Permits. The possession and consumption of a malt beverage by any person shall be permitted on any Parks-Recreation area if that person is in attendance at an activity for which a "use permit" has been secured from the city manager or his designee in accordance with the following:

- A. Rules and Regulations. The city manager shall promulgate such rules and regulations as necessary to provide for the issuance, use, and revocation of "use permits".*
- B. Fees. The council shall establish fees for the issuance of "use permits" by resolution. Use Permit. A "use permit" shall be issued upon completion of an application, payment of fees, and verification of the required application information.*
- C. Revocation. The manager or his designee shall revoke any such "use permit" upon any violation by the permittee of this ordinance, the rules and regulations promulgated hereunder, or any other statute or City Ordinance.*

Ordinance 390 (attached) sets a permit required by Ordinance 171 for the consumption of malt beverages shall be \$25.

ADVISORY BOARD RECOMMENDATION: Due to the short time frame, this item did not go before the Community Development Advisory Board.

STAFF RECOMMENDATION: Discussion and possible action by the City Council to approve, deny or modify the request.

ORDINANCE NO. 171

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROVIDING DEFINITIONS; PROHIBITING THE POSSESSION AND CONSUMPTION OF SPIRITUOUS LIQUORS IN CITY PARKS OR RECREATION AREAS; PROVIDING FOR EXCEPTIONS AND PERMITS; PROVIDING PENALTIES; AND DECLARING AN EMERGENCY.

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

Section 1. Definitions.

A. Parks-Recreation area means any open or enclosed tract of land owned by the City of Page, adopted for, set apart (whether by dedication or otherwise), maintained at public expense, and devoted to the purposes of pleasure, recreation, ornament, or light and air for the general public. By way of illustration, but not limiting, the definition includes Memorial Park, Golliard Park, Children's Park, softball and baseball fields, and City Hall landscaped areas.

B. Spirituous liquor includes alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor, malt beverage, absinthe or compound or mixture of any of them, or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, and any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.

Section 2. Spirituous Liquors Prohibited. No person shall possess or consume spirituous liquors on any City of Page owned or operated Parks-Recreation area.

Section 3. Exceptions. Notwithstanding the provisions of Section 2 of this ordinance, the prohibitions contained herein shall not apply to the City property known as the Page Municipal Golf Course or Glen Canyon Golf and

Country Club. Section 2 also does not apply when a permit has been issued in accordance with Section 4 of this ordinance.

Section 4. Permits. The possession and consumption of a malt beverage by any person shall be permitted on any Parks-Recreation area if that person is in attendance at an activity for which a "use permit" has been secured from the city manager or his designee in accordance with the following:

A. Rules and Regulations. The city manager shall promulgate such rules and regulations as necessary to provide for the issuance, use, and revocation of "use permits".

B. Fees. The council shall establish fees for the issuance of "use permits" by resolution.

C. Use Permit. A "use permit" shall be issued upon completion of an application, payment of fees, and verification of the required application information.

D. Revocation. The manager or his designee shall revoke any such "use permit" upon any violation by the permittee of this ordinance, the rules and regulations promulgated hereunder, or any other State Statute or City Ordinance.

Section 5. Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and each person shall be deemed guilty of a separate offense for each and every day a portion thereof during which any violation of the provisions of this ordinance is committed, continued or permitted and upon conviction of any such violations, such persons shall be punishable by a fine of not more than \$300.00 or by imprisonment for not more than 90 days or by both such fine and imprisonment.

Section 6. Declaring an Emergency. Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety of the City of Page, an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of Page, and it is hereby

Ordinance No. 171
Page 3

exempt from the referendum provisions of the Constitution
and laws of the State of Arizona.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF PAGE, ARIZONA, this 13 day of November,
1986, by the following vote:

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

CITY OF PAGE

BY: *Connel A. Eubank*
MAYOR

ATTEST:

Karen Fendley
CITY CLERK

APPROVED AS TO FORM:

Robert W. [Signature]
CITY ATTORNEY

RESOLUTION NO. 390

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ESTABLISHING PERMIT FEES FOR CONSUMPTION OF MALT BEVERAGES PURSUANT TO ORDINANCE 171 OF THE CITY OF PAGE.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, as follows:

That the permit fee required by Ordinance 171, City of Page, for consumption of malt beverages shall be \$25.00 until further Resolution of the Council.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Page, Arizona, this 25th day of November, 1986, by the following vote:

Ayes	<u>5</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>2</u>

CITY OF PAGE

By *Ernest J. Hester*
MAYOR

ATTEST:

Kaye Lindley
CITY CLERK

APPROVED AS TO FORM:

Arthur W. [Signature]
CITY ATTORNEY



Request for City Council Action

Title:	Broadcast City Council Work Sessions, and Advisory Board/Commission/Authorities Meetings		
Meeting Date:	September 9, 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 Council	Supporting Documents:	
Prepared By:	City Clerk	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	To be determined by City Council		

BACKGROUND: At the June 24, 2015 Regular City Council Meeting Garret Edwards, General Manager of Cable One requested to have the City Council Work Sessions and Advisory Board /Commission /Authorities Meetings broadcasted on Channel 4 with Cable One. Previous to this request, the City Clerk’s Office received a request from a citizen to have the City Council Work Sessions broadcasted.

The City Manager recommend asking for the Advisory Committee members input before making a final decision on broadcasting Advisory Committee Meetings; and added some discussion points for your consideration:

- Broadcasting the City Council Work sessions and Advisory Board Meetings would increase transparency and communication among the residents in Page;
- City Council Work sessions are the only time when the staff and City Council can discuss information informally, broadcasting the meetings may inhibit open or the free flow of communication;
- Broadcasting Advisory Board meetings would require staff training and increase personnel costs;
- There could be costs associated with retaining electronic recordings;
- Advisory Boards would have to meet in the City Council Chambers, some of them like to meet onsite at the Library, Community Center, etc;
- I have only received two requests to air the work sessions and/or advisory committee meetings.
- All meetings are open to the public and meeting minutes are available; and
- Some Advisory Board Volunteers may be uncomfortable on camera.

Since then, each board has had discussion on this subject at their meeting, and the comments are as follows:

Planning & Zoning Commission - “Presently I think our meetings are not long enough to be televised and they are already recorded for reference. Volunteers may not like to be televised.”

Community Development Board – “I don’t see any major issues, except the need for training on use of the system or staff with such knowledge in attendance.”

Page Public Safety Personnel Retirement System Board – “I see no issue with this at all. The only board I am a part of is the Public Safety Personnel Retirement System Board. I believe that if this is something the public wants, in the interest of integrity and transparency, we should provide it.”

Parks and Recreation Advisory Board – Voted 4-1 in favor of being televised.

Airport Board – “The Airport Board is fine since we already meet in the City Council Chambers.”

Community Center Board/Library Board – “Our board arrives early to the library to take care of personal business (checking in/out). Working staff come into our meetings to give a brief update on their department happenings. We would not be able to continue this if meeting locations are to be changed. This has made a positive impact on my

employees; I would hate to take this from them. The Community Center/Library Board like to see the ever evolving changes in the library/center. Often our boards will request more information, which is readily accessed at our locations. I recommend that all Community Service Board Meetings continue to meet at their respective locations.”

PUE Board – Please share with members of Council that during the regularly scheduled PUE Board meeting conducted on July 21, 2015, the Board considered the Agenda Item “Discussion/Possible Action – Broadcast meetings”. The Board discussed at length and provided consensus feedback that the Board Recommends NOT Broadcasting PUE Board meetings from City Council Chambers. A few of the comments many comments expressed by PUE Board members include:

- PUE already conducts open Public meetings, with posted and noticed agendas;
- Historically the Board meetings are poorly attended with ample empty seating;
- The Utility has installed a new door to facilitate ease of public access directly into the PUE Board Room;
- Some Board members commented that while they are comfortable conducting discussions with Citizens in the room, they are uncomfortable being on television;
- They anticipate scheduling conflicts with other Boards and Council for the use of Council Chambers; and
- PUE Board meetings are already compliant with open meeting laws.

BUDGET IMPACT: Unknown; broadcasting the meetings held in City Hall would require having the IT Director or trained staff attend all of the meetings. The City of Page does not have the equipment to broadcast the Advisory Board and Authorities Meetings that are not held at City Hall.

ALTERNATIVES CONSIDERED: Broadcast Budget Work Sessions.

STAFF RECOMMENDATION: To be determined by City Council.



Request for City Council Action

Title:	North Navajo Wall		
Meeting Date:	September 2, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Administration	Supporting Documents:	
Prepared By:	City Manager	Presented By:	City Manager
Reviewed By:	City Manager	Approved By:	City Manager
Proposed Action:	Motion to award the bid to Hatch Industries contingent upon the City obtaining written agreements with each individual property owner to include a conveyance of property and extension of the utility easement.		

BACKGROUND: On November 8, 1978, the City Council authorized staff to seek a variance to build a fence 8 feet tall at North Navajo Drive, and directed staff to build the fence “upon agreement with the property owners that they would build a retaining wall as required to protect the fence.”

Thirty four years later, meetings were held with the property owners and residents from the 900 block of Cathedral Avenue. The purpose of the meetings was to garner input from the property owners regarding the wall that was constructed by the City in 1978 that is now dilapidated and needs to be removed or replaced.

The wall was constructed near the sidewalk, rather than at the property line (the city-owned property extends 44’ from the centerline of the street. In addition, the public utility easement extends approximately 16’ from the property line). Over time, many of adjacent property owners added fill and extended their backyard to the wall. The grade differences from the sidewalk to the backyards have made accessing the utilities difficult.

The property owners who attended the meetings have indicated that they would prefer that a new pre-cast concrete wall be built at the sidewalk, rather than the property line; and were agreeable to having the City deed the property (located between the sidewalk and property line) to the adjacent owner(s); and accept the wall as personal property. This change would require the utility easement to be extended to the new property line.

In July, the City sent out RFP for a Precast Concrete Wall. The scope of work consists of the installation of approximately 540 linear feet of decorative precast concrete retaining wall of varying heights with a 6 foot high privacy wall on the retaining wall. Also included in the project is the demolition of an existing wall and placing fill material behind the new retaining wall. There was a mandatory site visit required to bid this project.

The City received four bids. The lowest responsible bidder was Hatch Industries with a bid of \$119,528.

BUDGET IMPACT: The City received four bids (see attachment). The lowest responsible bidder was Hatch Industries with a bid of \$119,528. This does not include survey, legal, or recording costs. The FY 16 budget included \$100,000 in line item 40-485-9825 CIP, Community Development. I would recommend the additional need funding be transferred from 10-411-9600 Contingency line item. The Engineer’s estimate of probable costs for a pre-cast concrete wall was \$98,825.

STAFF RECOMMENDATION: Motion to award the bid to Hatch Industries contingent upon the City obtaining written agreements with each individual property owner to include a conveyance of property and extension of the utility easement.

page

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

BID DOCUMENTS
FOR

NORTH NAVAJO
PRECAST CONCRETE WALL

FOR

City of Page, Arizona

Bidder's initials



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NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that the City of Page, Coconino County, State of Arizona, has requested that bids be solicited for the following work:

NORTH NAVAJO PRECAST CONCRETE WALL

SCOPE OF WORK: This project consists of the installation of approximately 540 linear feet of decorative precast concrete retaining wall of varying heights with a 6 foot high privacy wall on the retaining wall. Also included in the project is the demolition of an existing wall and placing fill material behind the new retaining wall. There is a **MANDATORY** site visit required to bid this project. A site visit shall be scheduled with the Project Manager, Matthew Wood 928-645-2419 or mwood@pageutility.com.

SEALED BIDS WILL BE RECEIVED until 4:00 P.M., Arizona time, on July 29, 2015, by the City Clerk, for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona 86040-1180. At this time and place, all timely bids will be publicly opened read aloud. Bids received after the time and date specified above will be returned unopened to the bidder. Bids may not be withdrawn for a period of sixty (60) days after the date set for receipt of bids. Bids must be clearly marked on the outside of the envelope as follows: "Bid of (Name and Address of Bidder) for NORTH NAVAJO PRECAST CONCRETE WALL"

Bids may be mailed to City Clerk, P.O. Box 1180, Page, AZ, 86040-1180. Bids sent through Federal Express or other express mail agencies must have the bid document sealed within an additional envelope (also marked with the bidder's name and address and bid information) inside the outer mailer.

Under the Sealed bid process, E-mail and Fax bids will not be accepted by the City of Page. Each bid shall be made on the bid form contained in the Bid Forms section.

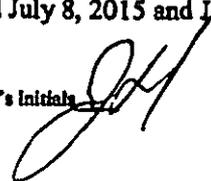
Specifications and bid documents may be obtained from the Page City Clerk's Office, 697 Vista Avenue, P.O. Box 1180, Page, Arizona, 86040-1180, between the hours of 7:00 A.M. and 5:30 P.M., Monday through Thursday. Call (928) 645-4220 or fax (928) 645-4227.

The City of Page reserves the right to accept the lowest, responsible bid, in accordance with the City of Page Code, Section 3-4-4, to consider and act on alternatives, to waive any informalities, and to reject any or all bids.

The City of Page is an affirmative Action/Equal Opportunity Employer. Disadvantaged business enterprises will be afforded a full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, sex, color, national origin, familial status, religious affiliation or handicap.

City Clerk

Published each week for two consecutive weeks in the Lake Powell Chronicle. See, publications dated July 8, 2015 and July 15, 2015.

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DEFINITIONS

Whenever in these Bid Documents, or in any document of instruction where these Bid Documents govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

BID: The offer of the BIDDER for the work when properly made out on forms containing the Bid Form supplied by CITY and properly submitted signed and guaranteed.

BID DOCUMENTS: Consists of all CONTRACT DOCUMENTS and may be used interchangeably with said term.

BIDDER: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

CITY: The CITY of Page, an Arizona municipal corporation.

CONSTRUCTION DOCUMENTS: The drawings, technical plans and specifications/provisions, supplementary general and/or special conditions for THE WORK.

CONTRACT: The written agreement covering the performance of THE WORK and the furnishing of labor, equipment, and materials in the construction for THE WORK.

CONTRACT DOCUMENTS: Includes the Notice of Invitation for Bid, Definitions, Scope of Work and/or Plans, Drawings, and Technical Specifications/provisions, Instructions to Bidders, General Conditions, Special Conditions (if any), Arizona Statutory Bid Bond, Arizona Statutory Performance Bond, Arizona Statutory Payment Bond, Contract, Contractor's Reference List, List of Subcontractors & Material Vendors, Statement of Bidder Qualifications, Bid Forms, Notice of Award, and Notice to Proceed.

CONTRACTOR: The successful BIDDER selected by the Council that enters into the CONTRACT to perform THE WORK.

EXTRA WORK: Work, including materials, for which no price agreement is contained in the CONTRACT and which is deemed necessary for the proper completion of the work.

NOTICE OF AWARD: The official written notice from CITY to the BIDDER selected by CITY to perform THE WORK.

NOTICE TO PROCEED: The official written notice from CITY to CONTRACTOR to begin performance of THE WORK.

RESPONSIBLE BIDDER: A BIDDER determined by CITY:

- (A) To have the ability, capability, experience and skill to provide the goods and/or services in accordance with the bid specifications;
- (B) To have the ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- (C) To have equipment, facilities and resources of such capacity and location to enable

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- the BIDDER to provide the goods and/or services;
- (D) To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
 - (E) To have the quality and adaptability of the materials, supplies or services required or necessary to the particular use; and
 - (F) To possess the financial resources to perform the CONTRACT.

RESPONSIVE BIDDER: A BIDDER determined by CITY to have submitted a bid that conforms in all material respects to the requirements of the BID DOCUMENTS.

SPECIAL CONDITIONS: Additional conditions to the General Conditions which are conditions or requirements peculiar to the project under consideration. In the event Special Conditions are in conflict with the General Conditions, the Special Conditions shall be controlling.

SURETY: The corporate body, who is primarily liable, that agrees to be responsible for the payment of all debts pertaining to the acceptable performance of the work for which the CONTRACTOR has contracted.

THE WORK: All of the work or services, including the labor and materials, specified in the CONTRACT DOCUMENTS.

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A handwritten signature in black ink, consisting of stylized initials, likely 'JH', written over a horizontal line.

NOTICE TO CONTRACTORS

TO: All Prospective Bidders

FROM: Kim Larson, City Clerk

SUBJECT: Methods to forward Bids to the City of Page

There are five (5) methods by which prospective Bidders can forward a Bid package to the City of Page. We encourage the Bidders to be aware that, in most instances, firms that advertise overnight delivery cannot actually provide overnight delivery to the City of Page because of its remote geographic location. The City of Page recommends that prospective Bidders plan to send a Bid package several days in advance of the deadline date. The five (5) available methods are as follows:

Regular U.S. Postal Service (No delivery to City Hall--Use P.O. Box)
U.S. Postal Express Mail (No delivery to City Hall--Use P.O. Box)
Federal Express
United Parcel Service
Hand delivery

The mailing address for the City of Page is as follows:

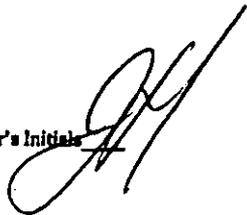
City of Page
Office of the City Clerk
P.O. Box 1180
Page, AZ 86040-1180

The physical address for the City of Page is as follows:

City of Page
Office of the City Clerk
697 Vista Avenue
Page, AZ 86040

Under the sealed Bid process, FAX Bids will not be accepted by the City of Page. It is the responsibility of the Bidder to ensure delivery of Bid packages to City Hall by the designated deadline. If further information is needed, please contact the City Clerk's Office at (928) 645-4220.

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INSTRUCTIONS TO BIDDERS

The purpose of the project specified herein is to construct and install a decorative pre-cast concrete wall that will serve as a retaining wall and a privacy wall. Also included in this project is the placement of fill material behind the retaining portion of the wall and to remove the existing plywood wall and retaining wall and fence along the back of sidewalk. The contract will require a licensed commercial contractor and will include, but is not limited to: Class A General Engineering or Class KA-Dual Engineering or Class C-09 or CR-9.

1. PREPARATION OF BID. All BIDS shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all CONTRACTORS/BIDDERS to examine the entire BID DOCUMENTS package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a BID.

The Bid Form shall be submitted with an original ink signature by the person authorized to sign the bid. Erasures, interlineations, or other modifications in the BID shall be initialed in original ink by the authorized person signing the BID. The CITY shall not reimburse the cost of developing, presenting, or submitting any response to this solicitation. BIDS submitted should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

2. SUBMISSION OF BID. Submission of a BID shall be considered prima-facie evidence that the CONTRACTOR is familiar with and understands all the conditions under which the BID and subsequent CONSTRUCTION CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONSTRUCTION CONTRACT, shall not be allowed extra compensation by reason of any matter or thing which such CONTRACTOR might have more fully explored or been informed prior to submitting a BID. After the submission of the BID, no complaint or claim that there was any misunderstanding as to the specifications and the conditions under which the CONSTRUCTION CONTRACT is to be performed will be entertained.

Submission of additional terms, conditions, or agreements with the BID DOCUMENTS may result in rejection of the BID. CONTRACTOR shall return all BID DOCUMENTS intact and completed as directed. All costs required for the preparation and submission of the BID shall be borne by the CONTRACTOR. Only one bid response will be accepted from any one person, partnership, corporation or other entity.

3. METHOD OF DELIVERY. There are five (5) methods by which BIDDERS can forward this bid package to the CITY: Regular U.S. Postal Service (No delivery to the CITY-Use P.O. Box); U.S. Postal Express Mail (No delivery to the CITY Office-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDS shall not be accepted. The mailing address for the CITY is as follows:

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City of Page
Office of the City Clerk
P.O. Box 1180
Page, AZ 86040-1180

The physical address for the CITY is as follows:

City of Page
Office of the City Clerk
697 Vista Avenue
Page, AZ 86040

4. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA.

All questions regarding discrepancies in, or omissions or ambiguities in the Specifications of the CONSTRUCTION PROJECT, or other BID DOCUMENTS, or doubts as to their meaning should be submitted in writing to the City Clerk.

No oral interpretations shall be made to any CONTRACTOR as to the meaning of any of the BID DOCUMENTS, and the CITY shall not be bound by any oral interpretation of the specifications or BID DOCUMENTS. Oral interpretations or clarifications will be without legal effect.

Interpretation, correction, or change to specifications will be made by written addendum. Interpretations, corrections, or changes to specifications made in any other manner will not be binding. Questions received less than 72 hours before the submission deadline will not be answered. Any amendment or addendum issued will be forwarded within 5 days to any recipient of the original Invitation for Bid. The CITY reserves the right to extend the period of time in which to submit bids.

5. WITHDRAWAL OF BID. At any time prior to the specified BID submission deadline, a BIDDER may withdraw or revise the BID. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original BID. No BIDDER may withdraw a BID for Sixty (60) days after the time established for receiving BIDS. The award of the contract to another party does not constitute a waiver of this condition.

6. LATE BIDS. Late BIDS shall not be considered. The CITY is considered a rural area by most express delivery carriers and thus, they do not guarantee priority or next day delivery. BIDDERS are encouraged to keep this in mind when arranging delivery of their BIDS and are advised herein that late BIDS shall be rejected and returned to the BIDDER regardless of reason for being late.

7. PRICES. In the event of discrepancy or conflict between the prices quoted in the BID in words and those quoted in figures, the words shall control. The price(s) quoted shall be the total cost the CITY will pay for this PROJECT, including all applicable taxes, permits and other costs for completion of the WORK. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions. The CITY has the right to decline to award this CONTRACT if it is determined that proposed pricing is not competitively

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priced with similar sized counties or non-City of Page agencies within the State of Arizona. Price quotes shall include any and all payment incentives available to the CITY.

8. REFERENCES. The BIDDER shall provide a list of five (5) current and five (5) former clients. References should have similar scope and requirements to those outlined in these BID DOCUMENTS. Unacceptable references, as determined by the CITY, may be sufficient reason to deny award of this project to BIDDER.

9. STATEMENT OF QUALIFICATIONS. As evidence of his competency to perform THE WORK, BIDDER shall complete and submit with his BID the Statement of Bidder Qualifications. Low bidders may be asked to furnish additional data to demonstrate competency. By submitting a BID, BIDDER certifies that he is skilled and regularly engaged in the general class and type of work called for in the BID DOCUMENTS. Additionally, BIDDER shall comply with all provisions of Arizona Revised Statutes, Title 32, Chapter 10.

10. SUBCONTRACTORS. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to the CITY do not exceed the Lump Sum BID quoted in the Bid Form and the subcontractor(s) is/are licensed to perform the work required by the CONTRACT. The BIDDER shall submit the List of Subcontractors and Supplier form, listing all of the subcontractors and major suppliers it intends to use in the performance of THE WORK. The CITY reserves the right to reject any BID based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. The CITY reserves the right to reject, prior to award of the CONTRACT, the bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of these CONTRACT DOCUMENTS.

11. DETERMINATION OF SUCCESSFUL BIDDER(S). Except where the CITY exercises the reserved right herein to reject any or all BIDS, the CONTRACT shall be awarded by the CITY to the RESPONSIVE and RESPONSIBLE BIDDER(S) who has submitted the lowest lump sum bid for the construction work. In the event the lump sum bid quoted by a local contractor is within 5% of that quoted by a contractor located outside the corporate boundaries of the CITY, the local contractor shall be considered the LOW BIDDER.

12. NOTICE OF AWARD. Notwithstanding any other provision in these BID DOCUMENTS, the CITY reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all BIDS, or portions thereof; or (c) reissue this Invitation for Bids. At the conclusion of the Invitation for Bids response evaluation process ("Evaluation Process"), all BIDDERS will be notified in writing of the contract award recommendation. The award will be made to the lowest RESPONSIBLE BIDDER(S) who meets the requirements of these specifications, terms and conditions. The CITY reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received. The Invitation for Bids specifications, terms, conditions and Exhibits, Addenda and Bidder's Quotation, will be incorporated into and made a part of any contract that may be awarded as a result of this Invitation for Bids. Change orders shall be agreed upon by the CONTRACTOR and CITY and issued as needed in writing by the CITY.

Bidder's Initials



13. TIME FOR EXECUTING CONTRACT. Any BIDDER whose BID has been accepted shall be required to provide and execute a CONTRACT with the CITY within fourteen (14) business days after receipt of the NOTICE OF AWARD. Failure or neglect to do so shall constitute a breach of the agreement effected by the NOTICE OF AWARD. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the CITY.

14. SUSPENSION & DEBARMENT. The CITY reserves the right to reject the BID of any person or corporation that has previously defaulted on any contract with the CITY or has engaged in conduct that constitutes a cause for debarment or suspension.

15. PROTEST PROCEDURE. The award determination of the Page City Council shall be final.

16. PUBLIC RECORD. All BIDS submitted in response to this invitation shall become the property of the CITY and shall become a matter of public record; provided, however, that the BIDDER shall clearly identify information that he considers to be confidential. To the extent that the CITY agrees with such designation, such information will be held in confidence whenever possible.

17. NON-DISCRIMINATION PROVISION. CITY does not discriminate on the basis of race, creed, sex, color, national origin, familial status, religious affiliation or handicap, in its vendor selection. The CONTRACTOR doing business with the CITY must be in compliance with the Federal Civil Rights Act of 1964, and Title VII of the Act (Rev. 1979), and the Americans with Disabilities Act of 1990 (Public Law 101-336).

18. TAXES. The CONTRACTOR shall be responsible for all applicable taxes. All BIDS shall verify that the BID includes the cost of applicable federal, state, and local taxes.

19. NON-COLLUSION. In signing the bid, the Contractor certifies it has not, either directly or indirectly, entered into any action in restraint of free, competitive bidding in connection with the bid submitted to the City.

20. SCOPE. The CONTRACTOR represents by submitting a Quotation that it has expertise in the process of preparation for, as well as the construction work detailed in the BID DOCUMENTS and utilization of all materials and tools associated with such construction work, and that it has the qualified personnel, and to the extent necessary, sub and/or agents, (if any), who have been instructed in and have experience with the construction work detailed in the BID DOCUMENTS.

21. SPECIFIC REQUIREMENTS. The CONTRACTOR shall be qualified to perform all of the listed functions and comply with all related specifications listed in this Invitation for Bids and the BID DOCUMENTS. The CONTRACTOR shall meet or exceed the generally accepted industry practices and standards involved in all stages of the renovation.

The CONTRACTOR may subcontract any part of the work to be performed under terms to be stated in any contract arising here as long as resulting charges to the CITY do not exceed those quoted in BIDDER'S response to this BID and the sub-contractors are licensed to perform the work required herein. It shall be the CONTRACTOR'S responsibility to verify that it's sub-

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contractors have all appropriate licenses prior to their performing CITY work on behalf of the CONTRACTOR. The CONTRACTOR shall provide a list and keep the CITY informed of all the sub-contractors currently being used by the CONTRACTOR on CITY projects, including the company name, street address and permit numbers, and this information shall be included in BIDDER'S response to this Invitation for Bids.

The CONTRACTOR shall provide a performance bond in an amount equal to the full contract amount conditioned upon the faithful performance of the CONTRACT in accordance with plans, specifications and conditions thereof. The CONTRACTOR shall also provide a payment bond in an amount equal to the full contract amount solely for the protection of claimants supplying labor or materials to the CONTRACTOR or his subcontractors in the prosecution of the WORK provided for in the CONTRACT. Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court. Notwithstanding any other statute, each such bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance. The bonds shall be payable to the CITY.

The CONTRACTOR shall at all times remain primarily liable and responsible to the CITY or any and all work performed, damage to persons or property and/or any acts or omissions to act by any of the CONTRACTOR'S sub-contractors in the performance of their work for the CITY.

Sub-contractors identified in the CONTRACTOR'S response to this BID shall be acceptable to CITY and shall be made a part of any contract which may be entered into between CITY and the CONTRACTOR. Thereafter, any substitution of sub-contractors shall be permitted only with the express written consent of the CITY.

It is the responsibility of each BIDDER to be familiar with all of the specifications, terms and conditions and site conditions. By the submission of a BID, the BIDDER certifies that if awarded a CONTRACT they will make no claim against the CITY based upon ignorance of conditions or misunderstanding of the specifications.

22. RESPONSE CONTENT/SUBMITTALS.

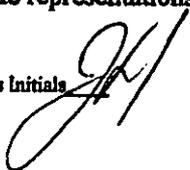
A. BID responses must be signed in ink as set forth in this subsection. The signatures of all persons required under the applicable organizational documents in order to bind the BIDDER must be on the BID response.

B. BIDDERS shall follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the BID, as determined at the CITY'S sole discretion. All items listed below are required to be submitted in each BID response. The content and sequence of each BID shall be as follows:

C. The BIDDER'S Federal Tax Identification Number;

D. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the CITY, with regards to the bid response, with authorization to make representations on behalf of and to bind the BIDDER.

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E. A representation that the BIDDER is in good standing in the State of Arizona and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this Invitation for Bids.

F. An acceptance of all conditions and requirements contained in this Invitation for Bids.

G. Letter of Transmittal: BID responses shall include a description of the BIDDER'S approach in providing its goods and services to the CITY stating its understanding of the WORK to be done and a positive commitment to perform the WORK as specified.

H. BIDDER'S Qualifications and Experience: Provide a description of the CONTRACTOR/BIDDER'S capabilities pertaining to this Invitation for Bids, including a detailed summary of the CONTRACTOR'S/BIDDER'S experience relative to the Invitation for Bids requirements described herein, including references.

I. References: BIDDERS are to provide a list of five current and five former clients. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. References provided to the CITY pursuant to this Invitation for Bids shall be deemed acceptable and favorable by the individual(s) checking such references. Unacceptable reference, as determined by the CITY, may be sufficient reason to deny award of this PROJECT to BIDDER.

Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services.
- Complete street address
- Telephone number
- Type of business
- Dates of service

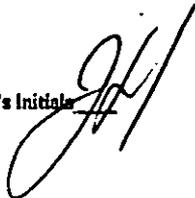
The CITY may contact some or all of the references provided in order to determine BIDDER'S performance record on work similar to that described in this request. The CITY reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Each reference shall include the project name and location, the scope of services performed and the name, address, telephone and fax numbers of the person who may be contacted for reference information.

23. CONTRACTOR REQUIREMENTS.

A. The CONTRACTOR shall possess all current permits, licenses and professional credentials necessary to perform services as specified under this Invitation for Bids.

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B. The CITY has the right to request removal of any employee or sub-contractors that do not properly conduct himself/herself/itself or perform quality work.

C. The CONTRACTOR'S personnel shall be easily identifiable as Non-City of Page employees (i.e. work uniforms, badges, etc.).

D. All WORK shall be performed in a professional manner according to generally accepted industry standards.

E. WORK shall strictly comply with all applicable laws, rules, regulations and ordinances.

F. The CONTRACTOR shall warrant that it has obtained all licenses and permits required by law for companies that engage in the activities required in these specifications, terms and conditions.

G. Cost shall be submitted on the Proposal page and shall be a Lump Sum item. No alterations or changes of any kind are permitted. BID RESPONSES that do not comply will be subject to rejection in total.

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A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a series of loops and a long horizontal stroke extending to the right.

GENERAL CONDITIONS

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of THE WORK included in this CONTRACT and which are not applicable thereto. Any requirements, provisions or other stipulation of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of this CONTRACT.

1. CERTIFICATION. By signature of the Bid Form, BIDDER certifies:

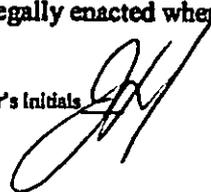
- A. The submission of the BID did not involve collusion or other anti-competitive practices.
- B. The BIDDER shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461 et seq.
- C. The BIDDER has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted BID.
- D. The BIDDER submitting the offer hereby certifies that the individual signing the BID is an authorized agent for the BIDDER and has authority to bind the BIDDER to the CONTRACT.
- E. That no person has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, and that no member of the CITY Council or CITY employee has any interest, financial or otherwise, in the Contracting firm.

2. COMPLIANCE WITH LAW. The CONTRACTOR, in the execution of THE WORK, shall conform to all applicable Federal, State, and local laws, rules and regulations. If CONTRACTOR observes that the CONSTRUCTION DOCUMENTS are at variance therewith, it shall promptly notify the CITY in writing, and any necessary changes shall be made as provided in this CONTRACT for changes in work. CONTRACTOR shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to the CITY.

3. LICENSES. THE WORK to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended). All BIDDERS and their subcontractors shall be duly licensed to perform THE WORK at the time the BID is submitted pursuant to all applicable laws, rules and regulations (Each BIDDER shall note their license number on the Bid Form). At all times thereafter, while performing THE WORK, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the BID DOCUMENTS. It shall be the CONTRACTOR's responsibility to verify that its subcontractors have all appropriate licenses, permits, certifications, approvals and authorizations prior to their performing the CITY's work on behalf of the CONTRACTOR.

4. TAXES. The CONTRACTOR shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

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5. PERMIT COMPLIANCE. Unless otherwise provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the CONTRACT.

6. LIQUIDATED DAMAGES. If CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified in the CONTRACT and NOTICE TO PROCEED, then and in that event, for each day this CONTRACT shall remain uncompleted, the CITY may deduct the sum of Five Hundred (\$500.00) from this CONTRACT price as payment by CONTRACTOR of liquidated damages sustained by reason of the failure of CONTRACTOR to complete this CONTRACT on the date specified. Provided, however, that if the completion of the CONTRACT is delayed by the CITY or by casualty beyond CONTRACTOR'S control, then and in such event, the time of completion of this CONTRACT shall be extended for an additional period equal to the time lost due to such delay. Provided, always, however, that CONTRACTOR shall at the time of such delay, if any, request in writing such additional time.

7. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.

8. DEFFECTIVE WORK. the CITY, by and through its properly authorized agent shall have the authority to reject all materials and/or services that do not conform to the specifications of this CONTRACT. In such an event, the CITY shall give written notice of the noncompliance to the CONTRACTOR. Within ten (10) days from receipt of such notice, the CONTRACTOR shall undertake the work necessary to correct such deficiencies, and to bring the work into compliance with the CONTRACT DOCUMENTS at CONTRACTOR's own expense. the CITY may withhold payment(s) in the event defective work is not remedied.

The acceptance of materials, equipment, or workmanship by or on behalf of the CITY shall not be a bar to future rejection if they are subsequently found to be inferior in quality or in uniformity to the material or equipment specified, or are not as represented to the CITY. Neither shall any payment be construed as acceptance of any defective material or work, either wholly or in part.

9. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. the CITY reserves the right at any time during the progress of THE WORK to make necessary alterations of, deviations from, additions to, or deletions from the CONTRACT, or may require the performance of EXTRA WORK neither covered by the specifications nor included in the BID, but forming a part of THE WORK contracted for; provided however, the CONTRACTOR shall not proceed with any such change or EXTRA WORK without a written CHANGE ORDER approved by the CITY. Adjustments, if any, in the amount to be paid to the CONTRACTOR by reason of any such change shall be agreed upon by the Parties prior to issuance of the CHANGE ORDER.

No claim for any changed or EXTRA WORK of any kind shall be allowed unless the work is ordered and approved in writing by the CITY in the form of a CHANGE ORDER. No

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anticipated profits shall be allowed for work deleted.

In the event any written instructions appear to the CONTRACTOR to involve a change or EXTRA WORK for which, in his opinion, he should receive extra compensation, he shall make a written request to the Department Director named herein, or his properly authorized agent, for a written CHANGE ORDER. The matter shall then be submitted to the CITY for final determination as to whether or not a change or EXTRA WORK was involved, and if so, the amount due to the CONTRACTOR. Any claim for extra cost pursuant to this provision, together with supporting documents and receipts must be filed within ten (10) consecutive calendar days after performing the work for which the extra cost is claimed.

If CONTRACTOR, in the course of THE WORK, finds any discrepancy between the CONSTRUCTION DOCUMENTS and the physical conditions of the locality, or any errors or omissions in the CONSTRUCTION DOCUMENTS or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform the CITY, in writing, and the CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk.

10. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to the CITY, shall at all times safely guard and protect Contractor's own work; provide, erect, and maintain suitable barriers around all excavations or obstructions to prevent accidents; and provide, place and maintain during the night sufficient lights, signals, and signs for this purpose on or near the work. The CONTRACTOR shall at all times, until its completion and final acceptance, protect his work apparatus, equipment, and material from accidental or other damage; and make good any damages thus occurring at no additional cost to the CITY.

The CONTRACTOR, at no additional expense to the CITY, shall at all times be responsible for the preservation of all public and private property on the surface and subsurface, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. In the event damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of THE WORK, such property shall be restored by CONTRACTOR.

CONTRACTOR shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and all other utilities and fixtures which may be encountered during the progress of work. All utilities and other service facilities or fixtures if damaged, shall be repaired by CONTRACTOR without additional compensation.

Until written final acceptance of the work by the CITY, CONTRACTOR shall be responsible for and take every precaution against injury or damage to any part of THE WORK from any cause, whether arising from the execution or non-execution of THE WORK. CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of THE WORK occasioned by any cause, with the exception of negligence or willful misconduct of the CITY, before final acceptance and shall bear the expense thereof;

11. SUPERVISION AND CONSTRUCTION PROCEDURES. The CONTRACTOR shall supervise and direct the PROJECT, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means,

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methods, techniques, sequences and procedures, and for coordinating all portions of the PROJECT under the CONTRACT, unless the CONTRACT DOCUMENTS give other specific instructions concerning these matters. If the CONTRACT DOCUMENTS give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall be fully and solely responsible for the jobsite safety thereof unless the CONTRACTOR gives timely written notice to the CITY that such means, methods, techniques, sequences or procedures may not be safe.

The CONTRACTOR shall be responsible to the CITY for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the PROJECT for or on behalf of the CONTRACTOR or any of its Subcontractors.

12. LABOR AND MATERIALS. Unless otherwise provided in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the PROJECT whether temporary or permanent and whether or not incorporated or to be incorporated in the PROJECT.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the CONTRACT. The CONTRACTOR shall not permit employment of unfit persons, persons that are not legal residents or citizens of the United States or persons not skilled in tasks assigned to them.

The CONTRACTOR shall deliver, handle, store and install materials in accordance with the manufacturers' instructions. The CONTRACTOR may make substitutions only with the consent of the CITY.

13. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

14. FINAL PAYMENT. Prior to receiving final payment, THE WORK shall be completed according to the CONTRACT DOCUMENTS, as determined by the CITY. Retention shall be as provided in A.R.S. § 34-221. The acceptance of final payment by the CONTRACTOR shall operate as a release to the CITY of all claims by the CONTRACTOR for all things done or furnished in connection with the CONTRACT and for every act and neglect of the CITY, and others relating to or arising out of THE WORK under the CONTRACT, except for claims made in writing and still unsettled, and specifically itemized at the time the final payment request is made.

15. CLEAN UP. CONTRACTOR shall, as directed by the CITY, remove from CITY's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation. All surplus materials and all materials and equipment removed and not reused as a condition of this CONTRACT shall remain or become the property of the CONTRACTOR, unless otherwise so stated in writing.

16. WARRANTY. The CONTRACTOR warrants to the CITY that materials and equipment

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furnished under the CONTRACT will be of good quality and new unless otherwise required or permitted by the CONTRACT DOCUMENTS, that the work will be free from defects not inherent in the quality required or permitted, and that the PROJECT will conform to the requirements of the CONTRACT DOCUMENTS. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. CONTRACTOR shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years.

17. LIENS. Neither final payment nor any part of the retained percentage shall become due until CONTRACTOR delivers to the CITY a complete release of all liens arising out of this CONTRACT, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information the release and receipts include all the labor for which a lien could be filed. If any lien remains unsatisfied after all payments are made, CONTRACTOR shall pay to the CITY all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

All materials, services, and other deliverables supplied to the CITY under this CONTRACT shall be free of all liens other than the security interest held by the CONTRACTOR until payment in full is made by the CITY.

18. THE CITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, the CITY, after ten (10) days written notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

19. ROYALTIES & PATENTS. CONTRACTOR shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall indemnify, defend, and hold the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such losses when a particular process or the product of a particular manufacturer or manufacturers is specified, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to the CITY.

20. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by the CITY, schedules which shall show the order in which CONTRACTOR proposes to carry on THE WORK with dates at which CONTRACTOR shall start the several parts of THE WORK and estimated dates of completion of the several parts.

21. OWNERSHIP OF DOCUMENTS. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this CONTRACT shall vest in and become the property of the CITY and shall be delivered to the CITY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

22. INSPECTION OF WORK. The CITY's representatives shall at all times have access to THE WORK wherever it is in preparation or progress. If the specifications, the CITY's instructions, laws, ordinances, or any public authority, require any work be specifically tested or approved,

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CONTRACTOR shall give the CITY timely notice of its readiness for inspection and if the inspection is by an authority other than the CITY, of the date fixed for such inspection. Inspections by the CITY shall be promptly made, and where practicable at the source of the supply. If any work should be covered up without approval or consent of the CITY, it must, if required by the CITY, be uncovered for inspection at CONTRACTOR's expense.

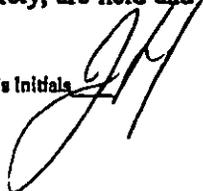
Re-examination of questioned work may be ordered by the CITY, and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the BID DOCUMENTS, the CITY shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the BID DOCUMENTS, CONTRACTOR shall pay such costs.

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and
_____ (hereinafter "Surety"), a corporation organized and
existing under the laws of the State of _____, with its principal offices in the City
of _____, holding a certificate of authority to transact surety business in Arizona
issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in

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the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to Oblige for the work described below, for payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

NORTH NAVAJO PRECAST CONCRETE WALL

NOW, THEREFORE, if the oblige shall accept the proposal of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of the proposal and give the bonds and insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of this contract and for prompt payment of labor and materials furnished in the prosecution of this contract, or in the event of the failure of the Principal to enter into this contract and give the bonds and certificates of insurance, if the Principal pays to the Oblige the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

By _____
Principal

By _____
Surety

Bidder's Initials



**ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of this CONTRACT amount)**

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and
_____ (hereinafter "Surety"), a corporation organized and
existing under the laws of the State of _____, with its principal offices in the City
of _____, holding a certificate of authority to transact surety business in Arizona
issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in
the amount of [amount of Contract], for the payment whereof, Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Obligee, dated
the, _____, 2015 for:

NORTH NAVAJO PRECAST CONCRETE WALL

Which contract is hereby referred to and made part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the
Principal promptly pays all monies due to all persons supplying labor or materials to the
Principal or the Principal's subcontractors in the prosecution of the work provided for in the
contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by the court.

Witness our hands this _____ day of _____, 20 _____.

By _____
Principal

By _____
Surety

Bidder's Initials 

**ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of this CONTRACT amount)**

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (hereinafter "Principal"), as Principal, and
_____ (hereinafter "Surety"), a corporation organized and existing under the
laws of the State of _____, with its principal offices in the City of _____, holding a
certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona
(hereinafter "Obligee"), in the amount of [Amount of Contract], for the payment whereof, Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the
_____, 2015 for:

NORTH NAVAJO PRECAST CONCRETE WALL

Which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length
herein.

WHEREAS, payment shall be made by Surety to Obligee upon failure of Principal to faithfully perform and fulfill
all the undertakings, covenants, terms, conditions and agreements of the Contract regarding the performance of the
contract and presentation of such to Surety by a claim, which has been prepared and signed by the Obligee's
representative and witnessed by a notary, stating that: "The Principal is in default, such condition has existed for
over 90 days, and the Obligee is hereby exercising its rights under bond no. _____."

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the
original term of the contract and any extension of the contract, with or without notice to the Surety, and during the
life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants,
terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains
in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions,
conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were
copied at length in this agreement

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be
fixed by the court.

Witness our hands this _____ day of _____, 20_____.

By _____
Principal

By _____
Surety

Bidder's Initials _____



THE CONTRACTOR'S QUALIFICATION PAGE

(Submit with Bid)

If BIDDER is a corporation, answer the following:

- (a) Date of incorporation: 2013
- (b) State of incorporation: Arizona
- (c) President's name: Jaron Hatch
- (d) Vice President's name: Katie Hatch
- (e) Secretary's or Clerk's name: Charlie Reed
- (f) Treasurer's name: _____

If BIDDER is a partnership, answer the following:

- (a) Date of organization: March 2013
- (b) Name and address of all partners. State whether it is a general or limited partnership: LLC

If other than a corporation or partnership, describe the organization and name principals:

Limited Liability Company

Major types of work done by the organization:

Precast Concrete Asphalt Maintenance & Paving, Ready mixed Concrete

How many years has your organization been in business as a contractor under your present business name: 2 years

How many years experience in the proposed type and scale of construction work has your organization had: 3 years

- (a) As a general contractor: 2 years
- (b) As a subcontractor: 6 years

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years Construction Experience	Magnitude & Type of Work	In what Capacity
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Jaron Hatch	President	15	Precast Concrete	Labor/Management
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The CONTRACTOR'S Arizona Contractor's License #: 290336

Bidder's Initials JH

THE CONTRACTOR'S REFERENCE PAGE
(Submit with Bid)

The CONTRACTOR shall submit references for the North Navajo Precast Concrete Wall that the CITY can verify. Each reference shall be for work actually performed by the BIDDER. The CITY may contact some or all of the references provided in order to determine Bidder's RESPONSIBILITY and performance record on work of similar scope. The CITY reserves the right to contact references other than those provided in the response and to utilize the information gained from them in the evaluation process.

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. Previous work for the CITY may be used as references. Complete each item for all 10 references (5 Current and 5 Former):

Current References:

Owner/Agency:	Leisure World HOA
Address:	908 S. Power
Address:	
City, State, Zip	Mesa AZ
Contact:	Eric Swanson
Phone:	480-510-4539

Owner/Agency:	Questar Gas
Address:	1001 S. 65th Ave
Address:	
City, State, Zip	Phoenix AZ
Contact:	Chris Belling
Phone:	chris.belling@questar.com

Owner/Agency:	Charles E. Thomas Company
Address:	
Address:	
City, State, Zip	
Contact:	Haluk D.
Phone:	213-305-9774

Owner/Agency:	Town of Taylor
Address:	
Address:	
City, State, Zip	
Contact:	Jeremy Peters
Phone:	928-243-8959

Bidder's Initials

JH

Owner/Agency:	Mary Wagner
Address:	3235 E. Mountain View
Address:	
City, State, Zip	Phoenix AZ
Contact:	Mary
Phone:	602-679-4245

Former References:

Owner/Agency:	Hancock Insurance Agency
Address:	
Address:	
City, State, Zip	Taylor AZ 85939
Contact:	Marti Hancock
Phone:	928-536-4237

Owner/Agency:	Community Counseling Center
Address:	
Address:	
City, State, Zip	Snowflake AZ 85937
Contact:	Jeff Oakes
Phone:	428-243-4071

Owner/Agency:	TH RANCH HOA
Address:	Greenfield Rd.
Address:	
City, State, Zip	Gilbert AZ
Contact:	Cathi Franz
Phone:	480-395-9497

Owner/Agency:	Snow Low ford
Address:	
Address:	
City, State, Zip	
Contact:	Gay
Phone:	928-243-5029

Owner/Agency:	Hampton fan
Address:	
Address:	
City, State, Zip	Snow Low Arizona
Contact:	Steve Johnson
Phone:	928-242-0388

Bidder's Initials

The following Agreement contains terms and conditions which the Contractor must be prepared to accept upon receipt of a Notice of Award.

CONSTRUCTION CONTRACT

The ultimate contract between City and the Contractor will contain substantially the following terms and conditions:

PROJECT TITLE: NORTH NAVAJO PRECAST CONCRETE WALL.

This contract is made and entered into by and between the City of Page, Arizona, a municipal Corporation (hereinafter the "City"), and HATCH INDUSTRIES (hereinafter the "Contractor") (collectively referred to as the "Parties" or a "Party").

WITNESSETH:

THAT WHEREAS, the Mayor and City Council/City Manager of the City of Page are authorized and empowered by the provisions of the Arizona Revised Statutes to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and the CONTRACTOR, as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS

The Contractor shall furnish all labor, materials and equipment necessary to perform the WORK provided for in the CONTRACT DOCUMENTS as defined herein. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the CONTRACT DOCUMENTS:

- a. Notice of Invitation for Bid
- b. Definitions
- c. Scope of Work and/or Plans, Drawings, and Technical Specifications
- d. Instructions to Bidders
- e. General Conditions
- f. Special Conditions (if any)
- g. Arizona Statutory Bid Bond
- h. Arizona Statutory Payment Bond
- i. Arizona Statutory Performance Bond
- j. Contractor's Reference List
- k. List of Subcontractors & Material Vendors
- l. Bid Form/Unit Price Form
- m. Notice of Award
- n. Notice to Proceed
- o. Drawings and any other attachments

Bidder's Initials



The above named documents are essential parts of this CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. CONTRACTOR agrees to be bound by all terms, conditions, covenants, and obligations in the CONTRACT DOCUMENTS as if each were again fully set forth verbatim herein.

Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents.

2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Project shall be the date fixed in the "Notice to Proceed" issued by the City. The Contract Time shall be measured from the date of commencement.

The Contractor shall achieve Substantial Completion of the entire Project not later than ___ calendar days from the date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

It is agreed that time is of the essence for the completion of the work described herein and that the City will be substantially damaged by the Contractor's failure to timely complete the Project according to the schedule contained in this Agreement and that considering that precise damages are difficult to calculate the Contractor shall pay the City the sum of Five Hundred Dollars (\$500.00) per day for each day the project schedule is extended past the established duration provided the delay is "Non-Excusable" (Delays are caused by the actions or inactions of the contractor, subcontractor, supplier, or any other party for whom the contractor is responsible). These liquidated damages are not punitive and are not negative performance incentives as they are stipulated damages that the City will have sustained in the event of a default by the Contractor to complete the work within the stipulated time. These liquidated damages have been arrived at by a good faith effort to estimate the actual damages that would likely arise from a breach by the Contractor and are a reasonable forecast of just compensation for the harm that would be caused by late delivery or untimely performance of this Agreement.

3. CONTRACT SUM

The CITY shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the CONTRACT. The Contract Sum shall be \$ 119,529.00, subject to additions and deletions as provided in the CONTRACT DOCUMENTS.

4. PAYMENT

In consideration of the services specified in this CONTRACT, the CITY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested progress payments

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in accordance with A.R.S. § 34-221. the CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221. Any payments made shall not prevent the CITY from objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges.

In no event shall the total payment(s) paid to CONTRACTOR under this CONTRACT exceed \$ 119,528.

Nothing in this CONTRACT shall create any obligation on the part of the CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

5. CONTRACTOR/SUBCONTRACTOR PERFORMANCE.

CONTRACTOR shall perform the work in accordance with the terms of this CONTRACT and to the best of CONTRACTOR'S ability. CONTRACTOR agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services at the time and in the locality such services are performed. Furthermore, CONTRACTOR shall perform the work or services in accordance with generally accepted methods and standards.

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work, CONTRACTOR shall undertake, at CONTRACTOR'S own expense, corrective adjustments, modifications, or repair.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

6. APPROVALS

All work shall be subject to the approval of the City Manager. The Contractor agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services at the time, and in the locality such services are performed. If the failure to meet these standards results in faulty work, the Contractor shall undertake at its own expense the corrective adjustments or modifications.

7. CUTTING AND PATCHING

The Project is a renovation project and the Contractor shall be responsible for cutting, fitting or patching required to complete the Project or to make its parts fit together properly.

8. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Project, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

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JH



CERTIFICATE OF LIABILITY INSURANCE

HATCH02

OP ID: GL

DATE (MM/DD/YYYY)
07/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hancock-Leavitt Insurance P.O. Box 830 Taylor, AZ 85939 Montl Hancock		Phone: 928-636-4237 Fax: 866-821-4287		CONTACT NAME: PHONE: (A/C, No. Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #			
Hatch Industries LLC Jarom Hatch P O BOX 1868 Taylor, AZ 85939		INSURER A : Acuity		14184			
		INSURER B : TRAVELERS INDEMNITY CO OF CT		26682			
		INSURER C :					
		INSURER D :					
		INSURER E :					
		INSURER F :					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

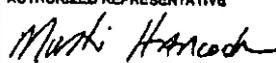
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR (NSR) (WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	Z14442	02/16/2016	02/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV NJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEM. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		Z14442	02/16/2016	02/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	8JUB 0G00402-8-16	04/23/2016	04/23/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Physical Damage		Z14442	02/16/2016	02/16/2016	Comp 2,500 Collision 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Page are listed as additional insureds as respects general liability for any and all projects performed by the named insured on their behalf. General liability is primary and noncontributory, with waiver of subrogation applicable.

CERTIFICATE HOLDER**CANCELLATION**

CITY City of Page P O BOX 1180 Page, AZ 86040-1180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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9. INSURANCE.

CONTRACTOR, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better.

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this CONTRACT is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the CITY, constitute a material breach of this CONTRACT.

CONTRACTOR's insurance shall be primary insurance in regard to the CITY, and any insurance or self-insurance maintained by the CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services.

Prior to commencing work or services under this CONTRACT, CONTRACTOR shall furnish the CITY with Certificates of insurance, or formal endorsements as required by this CONTRACT, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect. All Certificates of Insurance shall be identified with the bid number and title.

If a policy does expire during the life of this CONTRACT, a renewal certificate must be sent to the CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to the CITY.

Commercial General Liability

CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for the CONTRACTOR's operations and products and completed operations.

Automobile Liability

The CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each

Bidder's Initials



occurrence with respect to the CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc, Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, this CONTRACT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of this CONTRACTOR.

Professional Liability

CONTRACTOR shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by this CONTRACTOR, or any person employed by this CONTRACTOR, with a limit of not less than \$1,000,000 each claim.

10. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the CITY, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney fees and/or litigation expenses, which may be brought or made against or incurred by the CITY on account of (1) loss or damage to any property or interest of the CITY, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of employees of CONTRACTOR or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of the CITY, or its employees.

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

11. INDEPENDENT CONTRACTOR STATUS.

Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of CONTRACTOR'S business; (b) the nature of the work contained within this CONTRACT is specialized, and the CITY has elected to contract out the work rather than

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attempt to perform the work with its current workforce; (c) CONTRACTOR is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by CONTRACTOR has no relationship to the regular business conducted by the CITY; (e) it is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall CONTRACTOR or any subcontractor, or any employee of CONTRACTOR or any subcontractor be deemed to be employed by the CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

12. ASSIGNMENT.

CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of the CITY. Approval may be withheld at the sole discretion of the CITY, provided that such approval shall not be unreasonably withheld.

13. AUTHORITY TO CONTRACT.

CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that the CITY does not have authority to enter into this CONTRACT, the CITY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

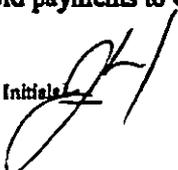
14. CANCELLATION FOR CONFLICT OF INTEREST.

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

15. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if CONTRACTOR shall violate any of the covenants, provisions, or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall, at the option of the CITY, become its property and CONTRACTOR shall be paid an amount based on time and expenses incurred by CONTRACTOR prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT by CONTRACTOR and the CITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount

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of damages due the CITY from CONTRACTOR are determined.

16. TERMINATION FOR CONVENIENCE.

The CITY may terminate this CONTRACT at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the CITY, become its property. If this CONTRACT is terminated by the CITY as provided herein, CONTRACTOR shall be paid an amount based on the time and expense incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

17. NON-APPROPRIATION OF FUNDS.

Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the CITY or other public entity obligations under this CONTRACT. The CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

18. BONDING REQUIREMENTS.

CONTRACTOR shall provide, pursuant to A.R.S. §34-211, payment and performance bonds for not less than One Hundred Percent (100%) of this CONTRACT amount. Copies of said bonds shall be attached to and become a part of this CONTRACT.

19. REMEDIES.

Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

20. WAIVER.

Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

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21. CHOICE OF LAW/VENUE.

Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

22. CONSTRUCTION OF THIS CONTRACT.

This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.

23. NOTICES.

All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

City:
City of Page
697 Vista Ave.
P.O. Box 1180
Page, Arizona 86040

Contractor:
Hatch Industries
14 E. Murrick
PO Box 1858
Taylor AZ 86543

24. NO KICK-BACK CERTIFICATION

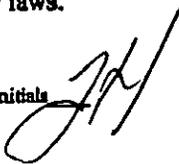
The Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the Contracting firm.

For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. GOVERNMENTAL REQUIREMENTS

The Contractor warrants and represents that it is familiar and will comply with all laws, statues, rules, regulations, and ordinances now in force or which may hereafter be in force, imposed on the Contractor, relating to or affecting the Contractor's performance of the work and compliance herewith (collectively, the "Governmental Requirements"), including keeping all records and allowing for all inspections. In Particular, but without limiting the general statements above, the Contractor, in the performance of the Project, will comply with all occupational safety laws (OSHA, etc.), workers' compensation acts, unemployment compensation acts, and tax and social security laws.

Bidder's Initials



26. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

27. ENTIRE AGREEMENT

The terms and conditions contained in the Request for Bids are incorporated herein by this reference and The Contractor agrees to be bound by such terms as if each were again fully set forth herein. Together, this is the entire agreement of the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2015.

The Contractor

Mayor

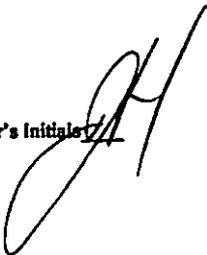
Attested By:

Approved as to Form:

City Clerk

City Attorney

Bidder's Initials



**BID FORM
NORTH NAVAJO PRECAST CONCRETE WALL**

BIDDER'S Name: HATCH INDUSTRIES

The undersigned BIDDER has carefully examined the BID DOCUMENTS and the site of the work for the North Navajo Precast Concrete Wall for the CITY, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all THE WORK and furnish all materials called for in the BID DOCUMENTS.

The undersigned BIDDER understands that the quantity of work as shown herein shall be lump sum, complete in place.

THE BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THE BID DOCUMENTS FOR THE LUMP SUM BID PRICE OF:

one hundred nineteen thousand five hundred Dollars (\$ 119,528)
twenty eight

Accompanying this BID is a Bid Bond for Ten Percent (10%) of the lump sum bid payable to the CITY, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute the CONTRACT and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the BID DOCUMENTS; otherwise said Bid Bond is to be returned to the undersigned.

Date: 7-29-15

Name of Bidder: JARON HATCH

Signature of Bidder: [Signature]

Title of Bidder: Owner/President

Address of Bidder: 14 E. Maverick, Taylor AZ 85939

Bidder's Telephone Number: 928-243-4362

Bidder's Fax Number: jaronhatch@yahoo.com

BIDDER shall have the following License(s) to perform THE WORK specified herein:

Arizona General Contractor's License #: 290336

Federal Department of Transportation #: 1989052

Federal Tax ID #: 46-0177698

Bidder's Initials: JH

NON-COLLUSION AFFIDAVIT

HATCH INDUSTRIES
(Proposer /The Contractor)

The person(s), corporation, or entity making the accompanying Bid, having been first duly sworn, deposes and says:

That the attached Bid is genuine and neither collusive, nor made in the interest of, or on behalf of, any person not herein named; that the Contractor did not encourage another the Contractor to put in a sham bid or to refrain from bidding; and that the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other Contractor.

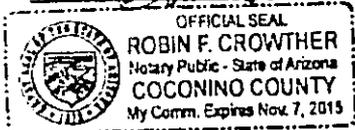
Signed and dated this 29 day of July 2015.

Vendor

BY: Jason Hatch Title: owner

STATE OF Arizona)
COUNTY OF Coconino) SS.

Subscribed and sworn before me this 29 day of July, 2015
Notary Public [Signature] My Commission Expires 11-7-15



Bidder's Initials [Signature]

NOTICE OF AWARD

Date:

Contractor's Name: HATCH INDUSTRIES
Street/P.O. Box: PO Box 1554
City, State, Zip: Taylor AZ 85001

SUBJECT: NOTICE OF AWARD - NORTH NAVAJO PRECAST CONCRETE WALL

The City of Page, having duly considered the bid submitted on _____, 2015 for _____ as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City of Page's best interest, said BID is hereby accepted at the lump sum price contained therein, and in accordance with all terms, conditions, covenants, and provisions set forth in the CONTRACT DOCUMENTS.

In accordance with the terms of the CONTRACT DOCUMENTS, you are required to execute the formal CONTRACT and furnish the required Payment and Performance Bonds within ten (10) consecutive calendar days from and including the date of receipt of this Notice.

In addition, you are requested to furnish at the same time, the required certificates of insurance evidencing compliance with the requirements for insurance stated in the CONTRACT DOCUMENTS.

The Bid Bond submitted with your bid will be retained until the CONTRACT has been executed and the required Payment and Performance Bonds have been furnished and approved.

City of Page, Arizona
Sincerely,

Name:
Department Director Title:

RECEIVED AND ACCEPTED:

Contractor

By: _____
Name: _____
Date: _____

Bidder's Initials _____

NOTICE TO PROCEED

Date:

Contractor's Name: HATCH FNDOUT
Street/ P.O. Box:
City, State, Zip:

Attention:

SUBJECT: NOTICE TO PROCEED – NORTH NAVAJO PRECAST CONCRETE WALL

You are hereby authorized to proceed with work effective _____, 2015 and fully complete all work within ___ consecutive calendar days from this date. The completion date for this Project is therefore _____, 2015. Liquidated damages of \$ _____ (\$ _____) per day are applicable for each day past _____, 2015 for which work on this Project is not complete, unless otherwise provided.

City of Page, Arizona
Sincerely,

Name:
Department Director Title:

RECEIVED AND ACCEPTED:

Contractor

By: _____
Name: _____
Date: _____



NORTH NAVAJO PRECAST CONCRETE WALL EXHIBIT "A"

- SCOPE OF WORK and TECHNICAL SPECIFICATIONS

(Note: In the event any provision in this Section contradicts or is in conflict with any other provision within these BID DOCUMENTS, this section shall be given precedence and control.)

SECTION 1 – GENERAL

1.01 PROJECT REVIEW AND SITE CONDITIONS

It is **MANDATORY** that **BIDDERS** visit the site and familiarize themselves with the details of the work and the location of existing utilities and geological features. The Contractor shall schedule a site visit with the Project Manager and get a signed Site Visit form from the Project Manager or City representative to submit in bid package. If a contractor submits a bid without a signed Site Visit form included, the bid will be rejected.

1.02 PAYMENT AND MEASUREMENT

Payment will be based on the lump sum bid price submitted with the bid.

1.03 COORDINATION

The Contractor shall work closely with the Project Manager to assure that adequate inspection and quality control is maintained. Failure to do so will result in an immediate stop of work, without compensation to the Contractor.

The Contractor shall submit a Quality Control Plan.

1.04 MISCELLANEOUS WORK ITEMS

The primary intent is to complete the work as detailed herein, complete and in place. In completing the work the Contractor will encounter minor items of work which are not specifically listed, shown, indicated or called out. The Contractor shall complete such minor associated work as part of the work for the completion of the wall without additional charges.

Bidder's Initials _____

1.05 COMPLETION - SUBSTANTIAL OR FINAL

The Contractor shall be aware that there shall be no "Substantial Completion", nor application for Final Payment based upon "Substantial Completion", on this project. All items of work, including final cleanup, walk-through with the Owner and/or Owner's representatives and completion of all items on a final punch list, shall be completed and accepted prior to application for final payment.

1.06 SUBMITTALS

The Contractor shall submit, in writing the name and a 24-hour telephone number for the on-site representative according to MAG Section 105.5. The telephone number shall be capable of accepting a local telephone call.

The Contractor shall submit, in writing the names, addresses and telephone numbers of all subcontractors performing work as part of this Contract.

1.07 MOBILIZATION

The Contractor shall prepare a construction yard and move equipment and materials to the site in preparation of beginning work. The construction yard shall be kept clean, neat and watered to control dust.

1.08 INSPECTION

All work shall be inspected on an ongoing basis by the Project Manager. Forms and base material shall be inspected and approved by the Project Manager prior to the placement of concrete. If concrete is placed prior to inspection and approval it will be immediately removed and replaced by the Contractor at no additional charge to the City without consideration or need for testing or approval.

1.09 TIME OF COMPLETION

The time of completion for this project will be 60 calendar days. Liquidated damages of \$500 per day shall be assessed for each calendar day beyond the approved completion date.

1.10 CONSTRUCTION YARD

The Engineer will help establish the location of a construction yard for the Contractor. The perimeter of the construction yard shall be fixed. All materials shall be stockpiled in the construction yard until required at the point of installation. No materials or equipment may be left within the right of way or out of the construction yard outside of the hours of work without written permission from the City.

The Contractor shall not store any equipment or materials on a private parcel unless a written agreement between the owner of said parcel and the Contractor, acceptable to the City, is approved in advance by the City.

1.11 HOURS OF WORK

To facilitate the completion of construction of the project and the flow of traffic through the project, work hours shall be strictly conformed to. For this project the start of work shall be no earlier than 7:00 a.m. and the end of work shall be no later than 7:00 p.m., Monday through Friday, excluding holidays, Page local time. All vehicles shall be in the Construction yard not later than 6:45 p.m., or an alternative end-of-work time approved in writing by the Project Manager. No weekend work shall be allowed. Variations may be granted by the Project Manager in writing following written request by the Contractor.

Bidder's Initials



Work must be halted, all equipment off site and full access established through the project at the time specified above. The sole exception to this will be granted during the pouring, finishing and curing of structural concrete when requested in writing by the Contractor not less than two working days in advance and approved in writing by the Project Manager.

If a variance is granted in writing by the Project Manager which allows the Contractor to work beyond the authorized hours or on weekends or on holidays the Contractor shall pay for full inspection for those additional hours granted. Hours charged shall be the full amount of additional time requested and granted, at the time of the request, regardless of the actual amount of time worked by the Contractor or the actual amount of time spent on the site by the inspector. Rate of payment shall be the actual hourly rate of pay for the inspector plus 50 percent additional for benefits and overtime. Such payment shall be deducted from the progress of final payment immediately following the additional hours granted.

1.12 VANDALISM

All work shall be protected against vandalism. If work is defaced or otherwise vandalized it shall be the Contractor's responsibility to remove and replace the vandalized work at no additional cost to the City.

1.13 LIEN WAIVERS

The Contractor shall be required to submit Partial Lien Waivers for each payment request from all subcontractors, suppliers and materialmen.

1.14 TIME AND MATERIALS

The Contractor shall present an estimated time and material cost for any additional work to the City for approval and authorization prior to beginning work on that item.

The City shall have the sole right to determine allowable Time and Material costs.

SECTION 2 - RIGHT-OF-WAY AND TRAFFIC CONTROL

2.01 GENERAL

This section consists of furnishing all labor, equipment and materials necessary to maintain traffic control including flagging, barricades, signs, markers and all incidentals as required by the City of Page and/or the Arizona Department of Transportation.

2.02 TRAFFIC CONTROL

Traffic control shall conform to the Manual of Uniform Traffic Control Devices. The Contractor shall submit in writing a traffic control plan delineating length, configuration, signing, striping and duration for Project Manager's review.

Traffic control shall include written notification and signage indicating where excavating will prevent parking.

2.02B PENALTY

Safety is of paramount importance in this work. The Contractor shall be notified in writing of the first two violations of the approved Traffic Control Plan. Each violation thereafter shall result in

Bidder's Initials



both a written notification and a payment penalty of 2 percent of the bid amount for Traffic Control or 0.2 percent of the Contract Total, whichever penalty amount is greater. Stop Work Orders issued due to life and safety Traffic Control violations shall be considered as written notification and shall result in an immediate payment penalty. Penalty amounts shall be deducted from contract payments. There will not be any extra days added to the contract time due to a Stop Work Order being issued.

SECTION 3 - EARTHWORK & DEMOLITION

3.01 GENERAL

Earthwork shall include all necessary clearing and grubbing, grading, excavation for structures, backfilling, compaction, demolition, & disposal of excess excavated materials and existing structures as required for the complete performance of the work for the construction and installation of the wall.

3.02 CLEARING AND GRUBBING

All areas to be graded, or upon which, or within which a structure or structures are to be placed, shall be cleared and grubbed, consisting of the removal and disposal of all desert growth, brush, roots, rubbish and all other objectionable matter. Such material shall be disposed of at the City of Page Transfer Station. Cost of disposal shall be borne by the Contractor.

Limited clearing and grubbing will be required on this project. Any work shall be within all designated areas including but not limited to right-of-ways including road. Alternatives to the designated disposal areas shall be submitted to the Project Manager for approval, prior to commencement of construction.

3.03 REMOVAL OF EXISTING IMPROVEMENTS

Contractor shall remove the existing plywood fence and block retaining wall. Demolition shall be done in a clean and neat matter to not create any safety hazards. Cost of disposal for material shall be borne by the Contractor. Removal of existing improvements shall conform to MAG Specifications Section 201.

Prior to removing any wall the Contractor shall notify the homeowner and install temporary fencing if needed. Contractor shall also give the homeowners seven(7) days notice to get any personal property moved that is needed to install the wall.

3.04 ROCK EXCAVATION

Rock is evident in the area. The exact depth to rock varies according to the specific area of work. The CONTRACTOR is hereby informed that rock will be encountered. Excavation or other work conducted in rock will not be an additive pay item.

3.05 WATERING

The Contractor will be responsible for any water required for this project. If a fire hydrant is used for water, the Contractor shall contact Page Utility and pay all fees to get a meter installed on a hydrant.

Bidder's Initials



SECTION 4 - CONCRETE WALL CONSTRUCTION

4.01 GENERAL

This section consists of furnishing and installing all labor, equipment and materials necessary to construct and install a precast concrete wall with all excavation, borrow and backfill.

4.02 ENGINEERING

The Contractor shall supply stamped engineered drawings for the design of the wall and backfill behind wall. The drawings shall include designs for the footings, retaining wall, privacy wall and backfill.

4.03 CONCRETE WALL CONSTRUCTION

The Contractor shall install the concrete wall per the supplied stamped engineered drawings. The wall shall be stepped in the field as necessary to provide a minimum of a 6' privacy wall above the retaining wall.

The City will supply sand fill material to the job site. The Contractor shall place the supplied fill material behind the retaining portion of the wall per the engineered design to level the existing yards.

The Contractor shall supply wall patterns and colors to the City for approval. The wall shall be colored per the City of Page's selection.

Any damage done to existing structures such as but not limited to, walls, fences, sidewalks, roadways, utilities shall be repaired by the Contractor at no cost to the City.

4.04 GATES

There shall be two(2) gates installed in the privacy wall at the yards which have sewer manholes. The gates shall be constructed of wood with no openings between slats and shall have the capability of locking.

The Contractor may submit a different gate style for approval.

Bidder's Initials



EXHIBIT "B"

MANDATORY SITE VISIT FORM

This form must be completely filled out and submitted with the BID FORM for the bid to be accepted.

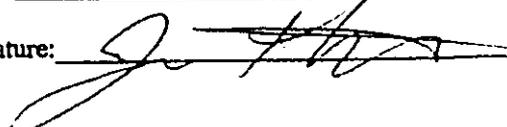
This form states the date on which the Contractor met with the City's Project Manager or Representative for a site visit of the North Navajo Precast Concrete Wall project.

Site Visit Date: 7-29-15

Contractor:

Company: HATCH INDUSTRIES

Name: Jarom Hatch

Signature: 

City of Page: Project Manager/Representative:

Name: Matthew Wood

Signature: 

Bidder's Initials





Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9304614652

07/29/2015

Void after 7 years

Remitter: HATCH INDUSTRIES LLC

\$** 11,952.80 **

Pay To The Order Of: CITY OF PAGE

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.
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Remitter: HATCH INDUSTRIES LLC

Pay To The Order Of: CITY OF PAGE

Pay: ELEVEN THOUSAND NINE HUNDRED
FIFTY TWO DOLLARS AND 80 CENTS

\$** 11,952.80 **

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Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.

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Senior Vice President
JPMorgan Chase Bank, N.A.
Phoenix, AZ



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Request for City Council Action

Title:	Page Community Development Advisory Board		
Meeting Date:	September 9, 2015	Agenda Item Number:	
Agenda Section:	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other_Boards & Commissions	Action:	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
Originating Department:	Clerk's Department	Supporting Documents:	Application
Prepared By:	City Clerk, Kim Larson	Presented By:	Mayor Diak
Reviewed By:	City Clerk, Kim Larson	Approved By:	City Clerk, Kim Larson
Proposed Action:	Motion to appoint Korey Seyler to the Page Community Development Advisory Board		

BACKGROUND:

There is one vacancy on the Page Community Development Advisory Board. The City received a Board Appointment Application from Korey Seyler.

BUDGET IMPACT:

N/A

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

I move to appoint Korey Seyler to the Page Community Development Advisory Board with a term ending June 2016.



RECEIVED
CITY OF PAGE
CITY CLERK'S OFFICE

15 AUG 25 PM 2:06

CITY OF PAGE BOARD APPOINTMENT APPLICATION

Name: <u>KOREY SEYLER</u>	Date: <u>08/23/2015</u>
Street Address: <u>2008 DATE STREET</u>	P.O. Box <u>3103</u>
City: <u>PAGE</u>	State Zip: <u>AZ</u>
Work Phone <u>928-645-9175</u>	Fax:
Home Phone: <u>928-499-8459</u>	E-Mail: <u>korey@coriverdiscovery.com</u>

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

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

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

<u>PASSIONATE AS A CITIZEN + BUSINESS PERSON, IN ORGANIZING</u>
<u>A MEANS FOR EFFICIENT, EXPEDIENT IMPROVEMENTS TO OUR COMMUNITY</u>
Signature: <u>K. Seyler</u>

Questionnaire for Board Candidates

Name: <u>KOREY SEYLER</u>
Board(s) for which you are applying: <u>TOURISM / COMMUNITY DEVELOPMENT</u>

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.
<u>I have managed a successful tourism business in Page, AZ for the last 8 years. I see a direct correlation between city beautification + development, and tourism. It is important to provide efficient + attractive areas of business, parks + community spaces for the citizens, first, and this will attract more visitors + businesses to our town.</u>

2. What do you think the relationship should be between the City Council and this Board?
<u>It is important for the board members + council to have a basic understanding of each others vision + direction. This will allow the board to accurately advise on the needs of community development as they fit into the plan for the city in its entirety.</u>

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

My ultimate goal is to facilitate community development for the citizens, first. This will bolster pride in our community which is always attractive to new businesses + visitors. City Code needs to be revised in order place businesses in the right location + keep these businesses looking great. A plan for development of the downtown needs to also be invested in.

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

Development for local + visitor use / Understanding the goals from city government for the progression of Page / Organization of our city code to be a framework for current + future development. Working with other boards that may have common goals.

Budget restraints / Different goals of board, council, citizens / Learning our

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

I am passionate about sustainable change. I am steeped in tourism in our town. I have lived in multiple towns that have undergone significant change for the better. I don't lose focus on the fact that community development needs to foremost be for the citizens, which will translate into tax dollars in the near future from additional business + tourist.

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