



PAGE CITY COUNCIL

697 Vista Avenue
Page, AZ 86040

Mike Farrow, Vice Mayor
Kenna Hettinger, Councilor
Tom Preller, Councilor

Debi Roundtree, Councilor
David Auge, Councilor
Amanda Hammond, Councilor
Steven Kidman, Mayor

MEETING NOTICES

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

Hear From the Citizens: The City of Page welcomes public engagement, and the public may comment and address the City Council during this portion of the agenda. To request to speak, complete and submit the Request to Speak form PRIOR to the start of the meeting. When called to speak, please step up to the lectern, speak clearly into the microphone, and begin by stating your name for the record. Hear From the Citizens provides a time for the public to speak about matters that are NOT listed on the posted Agenda. The City Council cannot discuss or take legal action on any matters during the Hear From the Citizens. At the conclusion of the Hear From the Citizens, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask Staff to review a matter, and/or may ask that a matter be put on a future agenda. If the topic you are commenting about is listed on the current agenda, you will be called to speak during that agenda item. Comments are limited to 3 minutes each speaker and 30 minutes in total. If you are with a group, please designate a spokesperson.

This agenda may be subject to change up to 24 hours prior to the meeting.

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

Persons with disabilities should call the City Clerk's Office, at 928-645-4205 for program and services information and accessibility.

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Page makes a video or voice recording of a minor child A.R.S. §1-602.A.9.

City Council meetings are audio and video recorded. Parents or guardians may either submit a written consent to the City Clerk's Office, or by allowing a minor to be present and/or participate in the meeting, parents or guardians waive this right.

If you would like to receive email notification for City Council agendas, please sign up for subscriptions on our website at cityofpage.org.



**City Council
Regular Meeting**

**City Hall
697 Vista Ave, Page AZ
August 13, 2025 at 5:30 PM**

Notice of Public Meeting and Agenda

Page City Council may discuss and take action on any item listed on the agenda

- 1. Call to Order and Opening Activities**
- 2. Roll Call**
- 3. Consent Agenda**
 1. City Council Regular Minutes - July 31, 2025
 2. Special Event Liquor License Application for Page Lake Powell Chamber
 3. Temporary Extension of Premises/Patio Permit - Sunset 89
 4. Purchase of 2023 Genie Basket Lift
- 4. Public Hearings**
 1. Liquor License - Gone West Family Restaurant
- 5. Hear From The Citizens**
- 6. Reports and Announcements**
 1. Mayor's Reports and Announcements
 1. Update on Fire Impact
 2. City Manager's Current Events Summary
- 7. Boards and Commissions**
 1. Council Liaison Reports on Board Meetings
- 8. Unfinished Business**
 1. BMX and Splash Pad Grant Updates
- 9. New Business**
 1. Liquor License - Gone West Family Restaurant
 2. Bid Award for 17th Avenue Sewer Line Extension
 3. Bid Award for Haul Road Improvements
 4. Phillips 66 Environmental Access Agreement
 5. Resolution 1337-25: Sick and FMLA Leave Personnel Policy Updates
 6. Essential Air Service (EAS) Specialist
- 10. Executive Sessions**
 1. EXECUTIVE SESSION
Pursuant to A.R.S. § 38-431.03 (A)(4) The City Council may vote to go into Executive Session for discussion or consultation with the attorneys of the public body regarding contracts.

Republic Services Waste Collection Contract

Adjourn

Next Regular Meeting: Wednesday, August 27, 2025 at 5:30 p.m.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona; Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona; U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of _____, 2025, at _____ a.m./p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

CITY CLERK'S OFFICE

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** August 13, 2025**Presented by:**

Cindy Scott, City Clerk

Brief Title: City Council Regular Minutes - July 31, 2025**Agenda Section:** Consent Agenda**Action:** Motion**Agenda Sub-category:** Minutes**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the City Council Regular Minutes from July 31, 2025

Background:

N/A

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. 07 30 2025 Reg Min



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
July 30, 2025**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 30th day of July 2025, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors David Auge, Amanda Hammond (joined via zoom at 5:36 p.m.), Kenna Hettinger, Tom Preller, and Debi Roundtree were present. There was a moment of meditation. Mayor Kidman led the Pledge of Allegiance.

Mayor Kidman called the meeting to order at 5:30 p.m.

Staff members present: Interim City Manager, Bryan Hill; Interim Assistant City Manager, Linda Watson; City Attorney, Joshua Smith; IT Director, Kane Scott; Public Works Director, Kyle Christiansen; Police Chief, Tim Lange; Police Captain, Larry Jones; Executive Administrative Assistant, Alie Malnack; Event Manager, Lissette De La Cruz; Management Analyst, Robin Crowther; Deputy City Clerk, Jennifer Lange; and City Clerk Cindy Scott.

CONSENT AGENDA

Monthly Cash Allocation – May 2025

City Council Regular Meeting Minutes – July 9, 2025

City Council Special Meeting Minutes – July 14, 2025

Motion made by Councilor Preller to approve the Consent Agenda. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

PUBLIC HEARINGS

Public Hearing for Zone Change Case #ZON 25-001 – Portion of Parcel 80114003M from Planned Development (PD) to Parks & Open Spaces Special District (POS) Zoning.

Mayor Kidman opened the Public Hearing.

Proponents: None

Opponents: None

Mayor Kidman closed the Public Hearing.

HEAR FROM THE CITIZENS

No citizens addressed the City Council.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

Washington DC Trip Update

Mayor Kidman provided information about his recent trip to Washington DC.

CITY MANAGER'S CURRENT EVENTS SUMMARY

Interim City Manager Hill provided staff updates that are occurring currently in the City, the ash affecting the City, and the Republic Services contract.

Page City Council Regular Meeting – July 30, 2025

Chief Lange provided an update on the active shooter situation that occurred on July 29th.

Interim City Manager Hill, Councilor Auge, and Vice Mayor Farrow thanked the Police Department for their good work.

BOARDS AND COMMISSIONS

Discussion by the City Council pertaining to reports on board meetings by Board Liaisons
Councilors Auge and Mayor Kidman gave updates.

Economic Development Advisory Board Application

Motion was made by Councilor Preller to reappoint Erik Stanfield to the Economic Development Advisory Board with a term ending June 30, 2028. The motion was seconded by Councilor Hettinger.

Councilor Roundtree asked for clarification.

Mayor Kidman provided clarification.

Interim City Manager Hill provided additional clarification.

There was discussion.

The motion passed 5 to 2 with Mayor Kidman, Vice Mayor Farrow, Councilor Hettinger, Councilor Preller, and Councilor Hammond voting in favor and Councilor Auge and Councilor Roundtree voting against.

Motion was made by Councilor Preller to reappoint Vicki Alexander to the Economic Development Advisory Board with a term ending June 30, 2028. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

Motion was made by Councilor Roundtree to appoint Dawnell Robertson to the Economic Development Advisory Board with a term ending June 30, 2028. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Substance Abuse Task Force Appointments

Motion was made by Councilor Auge to reappoint Madison Kavaia to the Substance Abuse Task Force with a term ending June 30, 2029. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Motion was made by Councilor Auge to reappoint Michael Barnes to the Substance Abuse Task Force with a term ending June 30, 2029. The motion was seconded by Councilor Roundtree and passed unanimously upon a vote.

Motion was made by Councilor Auge to appoint Ron MacDonald to the Substance Abuse Task Force with a term ending June 30, 2029. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Planning and Zoning Commission Appointments

Motion was made by Councilor Preller to reappoint Kelly Pullins to the Planning and Zoning Commission with a term ending June 30, 2028. The motion was seconded by

Page City Council Regular Meeting – July 30, 2025

Councilor Hettinger and passed unanimously upon a vote.

Motion was made by Councilor Preller to reappoint Chris Van Meenen to the Planning and Zoning Commission with a term ending June 30, 2028. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Youth Advisory Commission Appointments

Motion was made by Councilor Auge to reappoint Natalie June to the Youth Advisory Commission with a term ending June 30, 2028. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Motion was made by Councilor Auge to reappoint Kyrianna Sloan to the Youth Advisory Commission with a term ending June 30, 2028. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Councilor Auge expressed thanks for outgoing members, Dante and Mia, and their service on the Youth Advisory Commission.

Library Advisory Board Appointments

Motion was made by Councilor Roundtree to reappoint Terrie Simmons to the Library Advisory Board with a term ending June 30, 2028. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Motion was made by Councilor Roundtree to appoint Jenise Bartholomew to the Library Advisory Board with a term ending June 30, 2028. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

Page Utility Enterprises Board Appointment – Resolution 1336-25

Clerk introduced Resolution 1336-25 by title only.

Mayor Kidman provided information.

Motion was made by Councilor Auge to reappoint Jeff Jones to the Page Utility Enterprises Board with a term ending June 30, 2030. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Motion was made by Councilor Hettinger to adopt Resolution 1336-25. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

UNFINISHED BUSINESS

Presentation of a Potential Development for Parcel 80106032A (located on the Northeast portion of Newburn Road)

Jarrett Edwards gave an updated presentation.

There was discussion.

Page City Council Regular Meeting – July 30, 2025

Amendment to Professional Services Agreement between the City of Page and Norris Design
City Attorney Smith provided information.

There was discussion.

Mayor Kidman explained the project.

Discussion continued.

Motion was made by Vice Mayor Farrow to approve the amended agreement with Norris Design. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

NEW BUSINESS

Balloon Regatta Design Contest

Events Manager, Lisette De La Cruz, provided information.

There was discussion.

Border Support Agreement with Coconino County Sheriff's Office

City Attorney Smith provided information.

Police Chief Lange provided information.

Motion was made by Vice Mayor Farrow to approve the Border Support Agreement with the Coconino County Sheriff's Office. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Airport Board & Professional Airport Manager

Interim City Manager, Bryan Hill, provided information.

There was discussion.

Motion was made by Vice Mayor Farrow to direct staff to move forward with the creation of an Airport Board and Professional Airport Manager position. The motion was seconded by Councilor Roundtree.

There was discussion.

Motion was made by Councilor Preller to amend the motion to remove the position creation of the Professional Airport Manager. Councilor Hettinger seconded the motion. There was discussion.

The amended motion failed 3 to 4 with Mayor Kidman, Councilor Preller, and Councilor Hettinger in favor and Vice Mayor Farrow, Councilor Auge, Councilor Roundtree, and Councilor Hammond against.

There was discussion.

Councilor Hettinger stated her position was that she would like to wait to make these changes.

Councilor Hammond stated her position that she is in favor of increasing staff members.

Councilor Preller stated his position that he would like to wait until the City is more stable to move forward with these changes.

The original motion passed 4 to 3 with Mayor Kidman, Vice Mayor Farrow, Councilor Roundtree, and Councilor Hammond in favor and Councilor Hettinger, Councilor Auge, and Councilor Preller against.

Page City Council Regular Meeting – July 30, 2025

Monitoring Well Access Agreement – Phillips 66

City Attorney, Josh Smith, provided information.

There was discussion.

Motion was made by Vice Mayor Farrow to approve the Environmental Access Agreement with Phillips 66. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

Ordinance 740-25: Rezone of a Portion of Parcel No. 80114003(M)(Frost Park) to Parks and Open Space

Clerk introduced Ordinance 740-25 by title only.

City Attorney, Josh Smith, provided information.

There was discussion.

Motion made by Councilor Roundtree to reject the Ordinance and direct the Planning and Zoning Commission to complete the rezone as originally requested. Motion failed due to lack of a second.

Motion was made by Councilor Hammond to send this back to Planning and Zoning Commission to rezone the entire parcel as Parks and Open Space. The motion was seconded by Councilor Roundtree.

There was discussion.

Motion was made by Mayor Kidman to amend the motion to move forward with the rezone of the entire parcel as Parks and Open Spaces. Councilor Hammond seconded the motion.

There was discussion.

The amended motion failed unanimously.

The original motion failed unanimously.

Motion made by Councilor Hettinger to adopt Ordinance 740-25 with the conforming changes made to rezone the entire parcel to Parks and Open Spaces. The motion was seconded by Councilor Roundtree and passed unanimously upon a vote.

Ordinance 741-25: Subdivision Regulation Amendments

Clerk introduced Ordinance 741-25 by title only.

Motion was made by Vice Mayor Farrow to adopt Ordinance 741-25. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

Award Bid #257 Powell Substation North Bay Transformer

Interim City Manager Hill, provided information.

Motion was made by Vice Mayor Farrow to award Bid #257 to Pacific Power Reps-Virginia Transformer, for the purchase of the 15 MVA, 69kV Power Transformer in the amount of \$1,010,300.00 plus tax. The motion was seconded by Councilor Auge.

There was discussion.

The motion passed unanimously upon a vote.

Update on Safety Barricades Procurement

Mayor Kidman provided background information.

Interim Assistant City Manager Watson provided information.

Page City Council Regular Meeting – July 30, 2025

There was discussion.

City Attorney Smith provided information.

Vice Mayor Farrow provided information.

There was discussion.

Chief Lange provided information.

There was discussion.

Staff directed to move forward with the process and bring back information to the City Council.

POTENTIAL FUTURE AGENDA ITEMS

Reinstatement of the Council Code of Ethics

Councilor Auge provided information.

Staff directed to add this to a future agenda for additional direction from Council.

Procedural Decorum for Council Meetings

Councilor Auge provided information.

There was discussion.

Staff directed to add this to a future agenda, potentially a Work Session.

Northern Arizona / New Mexico Chapter of the Red Cross

Councilor Auge provided information.

Staff directed to add this to a future agenda.

Police Department Pay Program

Vice Mayor Farrow provided information.

Staff directed to add this to a future agenda.

Define and Realign City of Page Boards

Mayor Kidman provided information.

There was discussion.

Staff directed to add this to a future agenda.

EXECUTIVE SESSIONS

Motion was made by Councilor Auge to enter Executive Session consecutively for one (1) Executive Session items and remain in the room at 8:08 p.m. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Mayor reconvened the Regular City Council meeting at 8:59 p.m.

EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property. **Potential Land Sale of Parcel 80106032A**

(located on the Northeast portion of Newburn Road)

Staff to proceed as discussed in executive session.

Page City Council Regular Meeting – July 30, 2025

ADJOURN

The meeting was adjourned at 9:00 p.m.

Cindy Scott, City Clerk

Steven Kidman, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 30th day of July, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13th day of August 2025

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** August 13, 2025**Presented by:**

Steven Kidman, Mayor

Brief Title: Special Event Liquor License Application for Page Lake Powell Chamber**Agenda Section:** Consent Agenda**Agenda Sub-category:** Agenda Item**Action:** Motion**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event

Liquor License for Page Lake Powell Chamber, for Page Chamber Street Fair.

Background:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Special Event Liquor License from the Page Lake Powell Chamber for the Page Chamber Street Fair taking place October 30, 2025, through November 1, 2025.

A Special Event Liquor License does not require a public hearing, however the Arizona Department of Liquor Licenses and Control requires City Council's recommendation.

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

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Special Event Licence Application

CSR:
Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY	
Job #:	
Date Accepted:	
CSR:	
License #:	

Application **MUST** be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Franz, Judy
(Must be an Officer/Member of the Non Profit Entity)

Last
First
Middle
2. Applicant's mailing address: PO Box 727 Page, AZ. 86040

Street
City
State
Zip
3. Applicants home/cell phone: 928-608-5829 Applicant's business phone: 928-645-2741
4. Applicant's email address: judy@pagechamber.com
5. Special Event Name: Page Chamber Street Fair
6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Page Lake Powell Chamber
7. Non-Profit/IRS Tax Exempt Number: 86-0169959
8. Arizona Corporation Commission File #: 01892420 If out of State please specify: _____
(Attach letter of good standing)
9. Event Location Name: Page Chamber Steet Fair
10. Event Address: Elm Street Page AZ

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/30/2025</u>	<u>Thursday</u>	<u>3:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>10/31/2025</u>	<u>Friday</u>	<u>11:00 AM</u>	<u>10:00 PM</u>
DAY 3:	<u>11/1/2025</u>	<u>Saturday</u>	<u>11:00 AM</u>	<u>10:00 AM</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

SECTION 2 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 8 Number of Security Personnel ☒ Fencing ☐ Barriers

Must explain security measures: Id's will be checked upon entering the beer garden area and bracelet bands will be attached to persons over the age of 21 years

SECTION 3 What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

A) ☒ Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) ☐ Will this event be held on a currently licensed premises and within the already approved and licensed area?
(Must attach a letter from the licensed premises with an explanation of the option checked below)

- | Name of Business | License Number | Phone (Include Area Code) |
|--|----------------|---------------------------|
| ☐ Place license in non-use - Special Event Licensee selling all alcohol without retailer involvement
Must attach letter from the location suspending license for duration of special event | | |
| ☐ Dispense and serve all spirituous liquors under retailer's license - Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee | | |
| ☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event | | |
| ☐ Split premise between special event and retail location - Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.) | | |
| ☐ Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions - Retailer will still be permitted to conduct all normal sale and service of alcohol. | | |

SECTION 4

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

☐ Yes ☒ No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? _____

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

☒ Yes ☐ No if yes, please provide the Name of Licensee: Bowl License #: 06030051

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: Page Lake Powell Hub Percentage: 25%

Address: 48 S. Lake Powell Blvd., Page, AZ. 86040
Street City State Zip

Name: Bowl Percentage: 75%

Address: 24 N. Lake Powell Blvd., Page, AZ 86040
Street City State Zip

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

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

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

SECTION 5 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

Declaration:

I, (Print Name) Judy Franz, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Judy Franz
Signature

LOCAL GOVERNING BODY

Date Received: _____

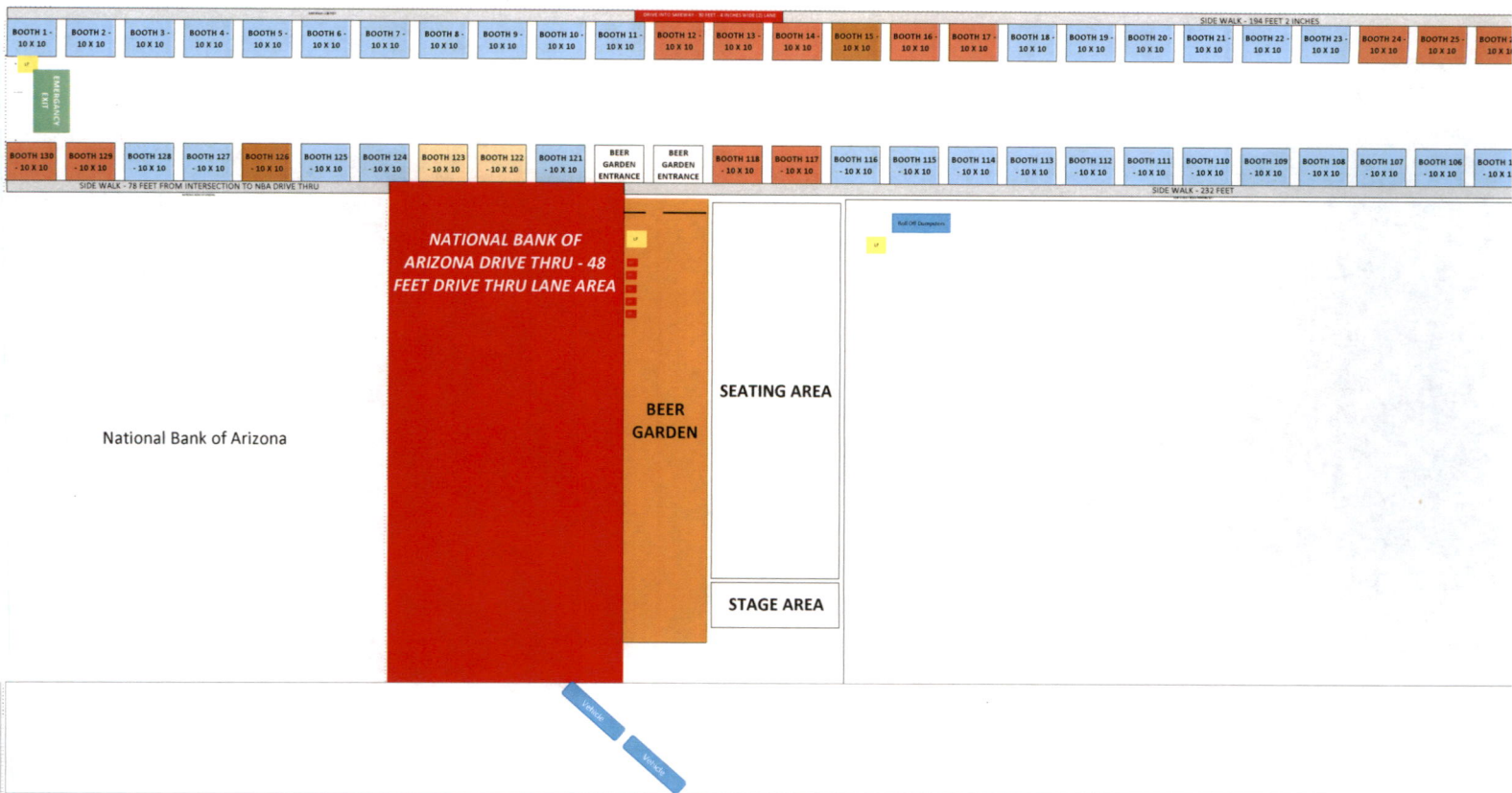
I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

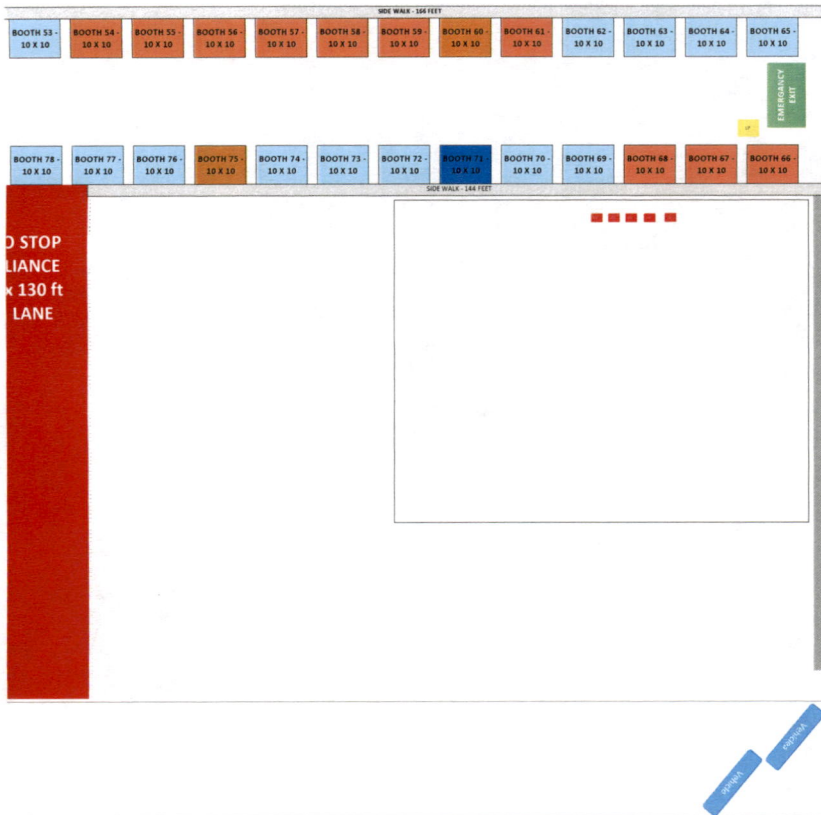
On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____





MOBILE CASES AND FURNISHING AREA - 10 FEET 8 INCHES												SIDEWALK - 206 FEET 8 INCHES												ENTRANCE TO MAIN EXHIBIT AREA - 10 FEET 8 INCHES			
TH 27 (X 10)	BOOTH 28 10 X 10	BOOTH 29 10 X 10	BOOTH 30 10 X 10	BOOTH 31 10 X 10	BOOTH 32 10 X 10	BOOTH 33 10 X 10	BOOTH 34 10 X 10	BOOTH 35 10 X 10	BOOTH 36 10 X 10	BOOTH 37 10 X 10	BOOTH 38 10 X 10	BOOTH 39 10 X 10	BOOTH 40 10 X 10	BOOTH 41 10 X 10	BOOTH 42 10 X 10	BOOTH 43 10 X 10	BOOTH 44 10 X 10	BOOTH 45 10 X 10	BOOTH 46 10 X 10	BOOTH 47 10 X 10	BOOTH 48 10 X 10	BOOTH 49 10 X 10	BOOTH 50 10 X 10	BOOTH 51 10 X 10	BOOTH 52 10 X 10		

BOOTH 104 - 10 X 10	BOOTH 103 - 10 X 10	BOOTH 102 - 10 X 10	BOOTH 101 - 10 X 10	BOOTH 100 - 10 X 10	BOOTH 99 - 10 X 10	BOOTH 98 - 10 X 10	BOOTH 97 - 10 X 10	BOOTH 96 - 10 X 10	BOOTH 95 - 10 X 10	BOOTH 94 - 10 X 10	BOOTH 93 - 10 X 10	BOOTH 92 - 10 X 10	BOOTH 91 - 10 X 10	BOOTH 90 - 10 X 10	BOOTH 89 - 10 X 10	BOOTH 88 - 10 X 10	BOOTH 87 - 10 X 10	BOOTH 86 - 10 X 10	BOOTH 85 - 10 X 10	BOOTH 84 - 10 X 10	BOOTH 83 - 10 X 10	BOOTH 82 - 10 X 10	BOOTH 81 - 10 X 10	BOOTH 80 - 10 X 10	BOOTH 79 - 10 X 10
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LP

My Wind Stuff

Food Vendors

Arts & Crafts

Tables & Chairs

ENTRANCE TO MAIN EXHIBIT AREA - 10 FEET 8 INCHES

SIGN BY APP

STORE - 40ft

DRIVE IN (2)



Page Lake Powell Chamber of Commerce

P.O. Box 727
Page, AZ 86040
928-645-2741

NATIONAL BANK OF ARIZONA

www.nbarizona.com
800-497-8168

15549

July 28, 2025

PAY TO THE
ORDER OF

Arizona Dept. of Liquor Licenses and Control

\$ 75.00

Seventy-five 00/100

DOLLARS

MEMO Page Chamber Street Fair
2025 Balloon Regatta

AUTHORIZED SIGNATURE



SECURITY FEATURES INCLUDED. DETAILS ON BACK



⑈015549⑈ ⑆122105320⑆ 0818730442⑈

ENDORSE CHECK HERE

X

☐ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT
DATE _____

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT

MP

MP



Listed below are the security features provided on this document which meet and/or exceed industry guidelines.

Security Features:

- Micro-Printing
- Watermark
- Colored Background

Results of check alteration:

- Small type in border of check and endorsement area appears blurred if copied or scanned.
- Artificial watermark on back. Hold at an angle to view.
- Void copy protection.

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** August 13, 2025**Presented by:**

Steven Kidman, Mayor

Brief Title: Temporary Extension of Premises/Patio Permit - Sunset 89**Agenda Section:** Consent Agenda**Agenda Sub-category:** Agenda Item**Action:** Motion**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Temporary Extension of Premises/Patio Permit for Sunset 89, for a one-day event.

Background:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Temporary Extension of Premises/Patio Permit from Sunset 89 for a one-day event taking place on September 6, 2025.

A Temporary Extension of Premises/Patio Permit does not require a public hearing, however the Arizona Department of Liquor Licenses and Control requires City Council's recommendation.

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

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Temporary Extension Application



**TEMPORARY EXTENSION OF
PREMISES/PATIO PERMIT**
A non-refundable \$100 fee will apply

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

DLLC USE ONLY

Job #:
Date Accepted:
CSR:

**APPLICATION DUE TO THE LOCAL GOVERNING BODY 60 DAYS BEFORE DELIVERY TO THE DEPARTMENT OF LIQUOR
APPLICATION MUST BE SUBMITTED TO THE DEPARTMENT OF LIQUOR 30 DAYS PRIOR TO FIRST SCHEDULED DATE**

A.R.S. § 4-207.03

License #: 012030009243

- Agent Name: Mauger Rochelle Marie
Last First Middle
- Business Name: Sunset 89
- Business Location Address: 724 U.S. Hwy 89 Page AZ 86040
Street City State Zip Code
- Business Phone Number: 928-608-5562 Contact Phone Number: 928-660-1661
- Mailing address: P.O. Box 7047 Page AZ 86040
Street City State Zip Code
- Email Address: rochelle.mauger@gmail.com
- Specific purpose for change: 1 day event
- Does this extension bring your premises within 300 feet of a school? ☐ Yes ☒ No

Dates of the Temporary Extension – Must not exceed 6 months.

Date	Day of Week	Start Time	End Time
9/6/25	Saturday	4pm	12AM

(Attach additional sheet if necessary)

MODIFICATIONS TO DATES AND TIMES ONLY, USING THE SAME EXTENDED DIAGRAM OF PREMISES, ARE ALLOWED.

REQUIRES A 10 DAY ADVANCE NOTICE TO THE DEPARTMENT OF LIQUOR FOR APPROVAL.

REQUIRED ATTACHMENTS

1. MUST submit a security plan and identify security measures that will be implemented in order to:

- Provide for the safety of the patrons.
- Ensure anyone under legal drinking age does not purchase, possesses, or consume alcohol.
- Prevent unauthorized removal of alcohol from the extended premises.
- Prevent unauthorized carrying of alcohol onto the extended premises.

2. MUST attach a diagram, clearly depicting your licensed premises along with the new extended area,
If the extended area is not outlined and marked "extension" we cannot accept the application.

BARRIER

- ☐ 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 premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by DLLC: _____

SIGNATURE

Declaration:

I, (Print Name) Rochelle Mauger, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Rmauger
Signature

GOVERNING BOARD

After completion, and at least 60 days BEFORE submitting to the Department of Liquor, 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.

Date Received: _____ Agency: _____

Decision Date: _____ Title: _____

☐ Approval ☐ Disapproval

Authorized Signature: _____ Date: _____

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

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

stage

Rocks
Extension

Entrance
to event

Patio

Grass
Extension

Patio

Existing
Sunset 89

Entrance
to event

07/27/2025

To whom it may concern,

Below is the list of security measures we will be taking to ensure that the public and everyone attending the event is safe.

- The event is 21 and over only
- We will have several security guards that will be checking IDs at the door
- After IDs are checked we will be handing out wrist bands to show that they have been checked in and with a valid ID.
- There will be no reentry after they have entered
- We will have barriers set up around the extension so that we don't have many entrances into the event.
- There will be police officers there through out the night.
- The police officers will also be there at the end to direct traffic out of the parking lot.
-

Thank you.

Rochelle Mauger

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** Parks and Recreation**Meeting Date:** August 13, 2025**Presented by:**

Linda Watson, Finance Director

Brief Title: Purchase of 2023 Genie Basket Lift**Agenda Section:** Consent Agenda**Action:** Motion**Agenda Sub-category:** Agreement/Contract**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the purchase of a 2023 Genie Basket Lift in the amount of \$140,750.00.

Background:

This item was included in the budget. The City Manager's spending authority is up to \$100,000.00 and this is over that amount.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:** 2026**Amount Requested:** \$140,750.00**Line Item(s):** 40-485-9840

Budget Impact:

Notes:**Attachments:**

1. Proxy Equipment Request



**Proxy Equipment 17346
Newnan Drive**

**Baton Rouge, LA. 70817
United States
833-776-9937**

Sales Invoice/Quote

Date	07/30/2025
Invoice #	JSV0r60u721026
Expires	
Terms	
Shipping Method	

Bill To

Buyer: City of Page Arizona
679 Vista Ave
Page, AZ 86040

Ship To

City of Page Arizona
679 Vista Ave
Page, AZ 86040

Item	Qty.	Equip./Truck Description	AMOUNT
	1	2023 Genie S65XC Basket Lift (Serial #: S65XCH-48661)	
		TOTAL:	\$140,750.00 USD

Purchase Price includes delivery to Page, AZ.

Jason Smith

DigiSigner Document ID: 533cc1ad-5075-4f8e-9b61-6877f0f0a364

Signer

Email: j.smith@proxyequipment.com
IP Address: 2601:201:8401:3000:b340:1572:2ff2:b06b

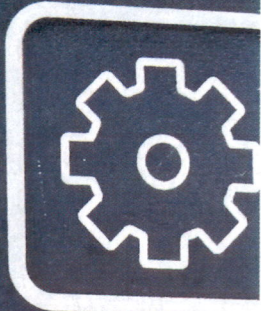
Signature

Jason Smith

Event	User	Time	IP Address
Create as copy	perrykirkwood@outlook.com	7/30/25 4:29:08PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Open document	perrykirkwood@outlook.com	7/30/25 4:29:51PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Sign document	perrykirkwood@outlook.com	7/30/25 4:39:14PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Close document	perrykirkwood@outlook.com	7/30/25 4:39:14PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Send for signing	perrykirkwood@outlook.com	7/30/25 4:39:28PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Open document	perrykirkwood@outlook.com	7/30/25 4:39:42PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Close document	perrykirkwood@outlook.com	7/30/25 4:40:04PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Download document	perrykirkwood@outlook.com	7/30/25 4:40:20PM CDT	2600:8807:a08:8700:bd61:4fe a:619d:3ba2
Open document	j.smith@proxyequipment.com	7/30/25 4:46:37PM CDT	2601:201:8401:3000:b340:15 72:2ff2:b06b
Sign document	j.smith@proxyequipment.com	7/30/25 4:46:58PM CDT	2601:201:8401:3000:b340:15 72:2ff2:b06b
Close document	j.smith@proxyequipment.com	7/30/25 4:46:58PM CDT	2601:201:8401:3000:b340:15 72:2ff2:b06b







S-65 XC

Σ 334.9

Genie®

A TEREX BRAND





REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** August 13, 2025**Presented by:**

Steven Kidman, Mayor

Brief Title: Liquor License - Gone West Family Restaurant**Agenda Section:** Public Hearings**Action:** Other**Agenda Sub-category:** Agenda Item**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Mayor to open the public hearing.

Mayor to close the public hearing.

Background:

The City Clerk's Office received an application for a Series #12 (Restaurant) Liquor License from the Arizona Department of Liquor Licenses and Control for Gone West Family Restaurant / Rochelle Marie Mauger. In accordance with A.R.S. 4-201 (b) the public hearing has been scheduled to hear comments in favor or opposing the issuance of this Liquor License.

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

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Application for Posting

State of Arizona
Department of Liquor Licenses and Control

Created 07/02/2025 @ 10:07:00 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	GONE WEST FAMILY RESTAURANT		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	679-2 S LAKE POWELL BOULEVARD PAGE, AZ 86040 USA		
Mailing Address:	PO BOX 7047 PAGE, AZ 86040 USA		
Phone:	(928)645-2519		
Alt. Phone:	(928)660-1661		
Email:	ROCHELLE.MAUGER@GMAIL.COM		

AGENT

Name:	ROCHELLE MARIE MAUGER
Gender:	Female
Correspondence Address:	PO BOX 7047 PAGE, AZ 86040 USA
Phone:	(928)660-1661
Alt. Phone:	
Email:	ROCHELLE.MAUGER@GMAIL.COM

OWNER

Name:	GONE WEST LLC	
Contact Name:	ROCHELLE MARIE MAUGER	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23819962	State of Incorporation: AZ
Incorporation Date:	04/29/2025	
Correspondence Address:	PO BOX 7047 PAGE, AZ 86040 USA	
Phone:	(928)660-1661	
Alt. Phone:		
Email:	ROCHELLE.MAUGER@GMAIL.COM	

Officers / Stockholders

60th Day: 8/30
105th Day: 10/14/25

Name:	Title:	% Interest:
MARK DEAN MEREDITH	Member	20.00
MARY MELISSA PRINCE	Member	20.00
MARVIN D PRINCE III	Member	20.00
ROCHELLE MARIE MAUGER	Member	20.00
DARREN JERRY MAUGER	Member	20.00

GONE WEST LLC - Member

Name: MARY MELISSA PRINCE
 Gender: Female
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-0124
 Alt. Phone:
 Email: MARYPRINCE9@GMAIL.COM

GONE WEST LLC - Member

Name: ROCHELLE MARIE MAUGER
 Gender: Female
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-1661
 Alt. Phone:
 Email: ROCHELLE.MAUGER@GMAIL.COM

GONE WEST LLC - Member

Name: DARREN JERRY MAUGER
 Gender: Male
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)614-0259
 Alt. Phone:
 Email: MAUGER.ELECTRIC@GMAIL.COM

GONE WEST LLC - Member

Name: MARVIN D PRINCE III
 Gender: Male
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-2567
 Alt. Phone:
 Email: MARVINPRINCE2705@GMAIL.COM

GONE WEST LLC - Member

Name: MARK DEAN MEREDITH
Gender: Male
Correspondence Address: PO BOX 7047
PAGE, AZ 86040
USA
Phone: (928)614-4576
Alt. Phone:
Email: CHEFDINO777@GMAIL.COM

APPLICATION INFORMATION

Application Number: 349896
Application Type: New Application
Created Date: 06/05/2025

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
July 1, 2025
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
n/a
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
---------------	-----------	---------------

MENU	Gone West menu.docx	06/06/2025
INTERIM PERMIT NOTARY PAGE	intern permit.jpeg	06/06/2025
QUESTIONNAIRE	questionnaire 1.pdf	06/06/2025
QUESTIONNAIRE	questionnaire 2.pdf	06/06/2025
QUESTIONNAIRE	questionnaire 3.pdf	06/06/2025
QUESTIONNAIRE	questionnaire 4.pdf	06/06/2025
QUESTIONNAIRE	questionnaire 5.pdf	06/06/2025
RECORDS REQUIRED FOR AUDIT	Records for audit.pdf	06/06/2025
DIAGRAM/FLOOR PLAN	map.pdf	06/06/2025
RESTAURANT OPERATION PLAN	operation plan.pdf	06/06/2025

State of Arizona
Department of Liquor Licenses and Control

Created 07/02/2025 @ 10:06:46 AM

Local Governing Body Report

LICENSE

Number:	INP030033904	Type:	INP INTERIM PERMIT
Name:	GONE WEST FAMILY RESTAURANT		
State:	Active		
Issue Date:	07/01/2025	Expiration Date:	10/14/2025
Original Issue Date:	07/01/2025		
Location:	679-2 S LAKE POWELL BOULEVARD PAGE, AZ 86040 USA		
Mailing Address:	PO BOX 7047 PAGE, AZ 86040 USA		
Phone:	(928)645-2519		
Alt. Phone:	(928)660-1661		
Email:	ROCHELLE.MAUGER@GMAIL.COM		

AGENT

Name:	ROCHELLE MARIE MAUGER
Gender:	Female
Correspondence Address:	PO BOX 7047 PAGE, AZ 86040 USA
Phone:	(928)660-1661
Alt. Phone:	
Email:	ROCHELLE.MAUGER@GMAIL.COM

OWNER

Name:	GONE WEST LLC		
Contact Name:	ROCHELLE MARIE MAUGER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23819962	State of Incorporation:	AZ
Incorporation Date:	04/29/2025		
Correspondence Address:	PO BOX 7047 PAGE, AZ 86040 USA		
Phone:	(928)660-1661		
Alt. Phone:			
Email:	ROCHELLE.MAUGER@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
MARK DEAN MEREDITH	Member	20.00
MARY MELISSA PRINCE	Member	20.00
MARVIN D PRINCE III	Member	20.00
ROCHELLE MARIE MAUGER	Member	20.00
DARREN JERRY MAUGER	Member	20.00

GONE WEST LLC - Member

Name: MARY MELISSA PRINCE
 Gender: Female
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-0124
 Alt. Phone:
 Email: MARYPRINCE9@GMAIL.COM

GONE WEST LLC - Member

Name: ROCHELLE MARIE MAUGER
 Gender: Female
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-1661
 Alt. Phone:
 Email: ROCHELLE.MAUGER@GMAIL.COM

GONE WEST LLC - Member

Name: DARREN JERRY MAUGER
 Gender: Male
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)614-0259
 Alt. Phone:
 Email: MAUGER.ELECTRIC@GMAIL.COM

GONE WEST LLC - Member

Name: MARVIN D PRINCE III
 Gender: Male
 Correspondence Address: PO BOX 7047
 PAGE, AZ 86040
 USA
 Phone: (928)660-2567
 Alt. Phone:
 Email: MARVINPRINCE2705@GMAIL.COM

GONE WEST LLC - Member

Name: MARK DEAN MEREDITH
Gender: Male
Correspondence Address: PO BOX 7047
PAGE, AZ 86040
USA
Phone: (928)614-4576
Alt. Phone:
Email: CHEFDINO777@GMAIL.COM

APPLICATION INFORMATION

Application Number: 350578
Application Type: New Application
Created Date: 06/06/2025

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12.033438
- 2) Is the license currently in use?
yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
yes



Interim Permit (INP) Notary Page

FOR DLIC USE ONLY

INP number	INPD 3003904
Date Approved	7/2/25
Expiration	8/10/14/25
CSR	flr
Fee	\$100.00

SECTION 5 page 2 of the license application

For approval of an interim permit:

- There must be a valid license of the same series issued to the current location you are applying for, OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01(A)

1. Enter license number currently at the location: 12033438

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

I, (Print Full Name) Dindy Byrd hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: Dindy Byrd

State of Arizona

County of Coconino

Signed before me on this 12 day of May, 2025

Notary Signature Shannon Polcyn

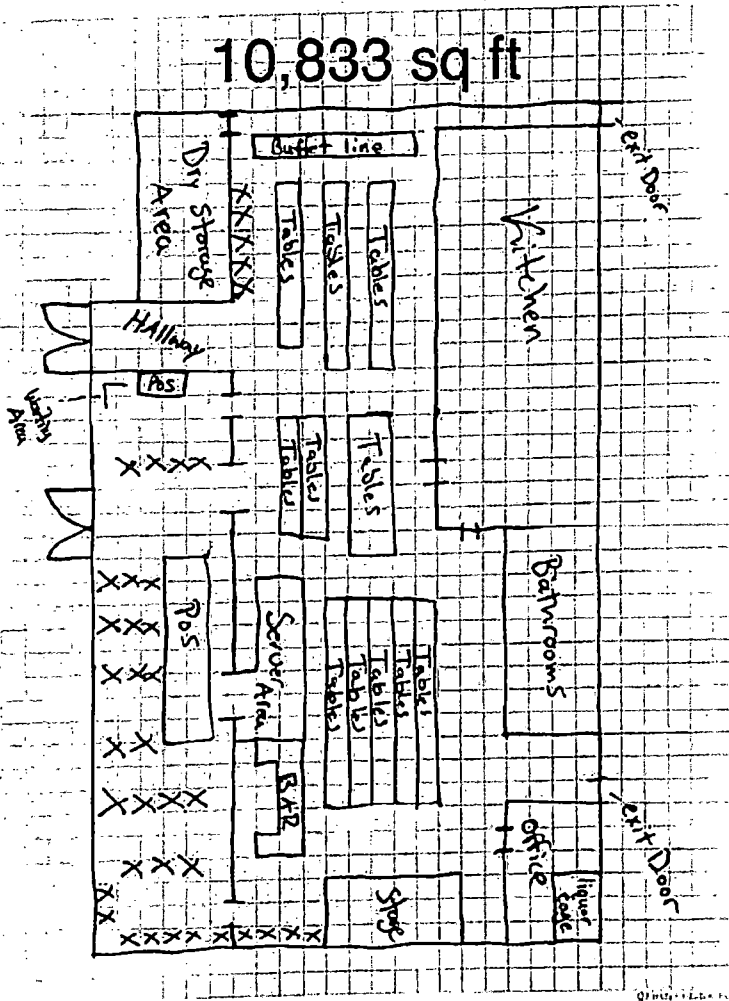
My commission expires on 04/28/2027



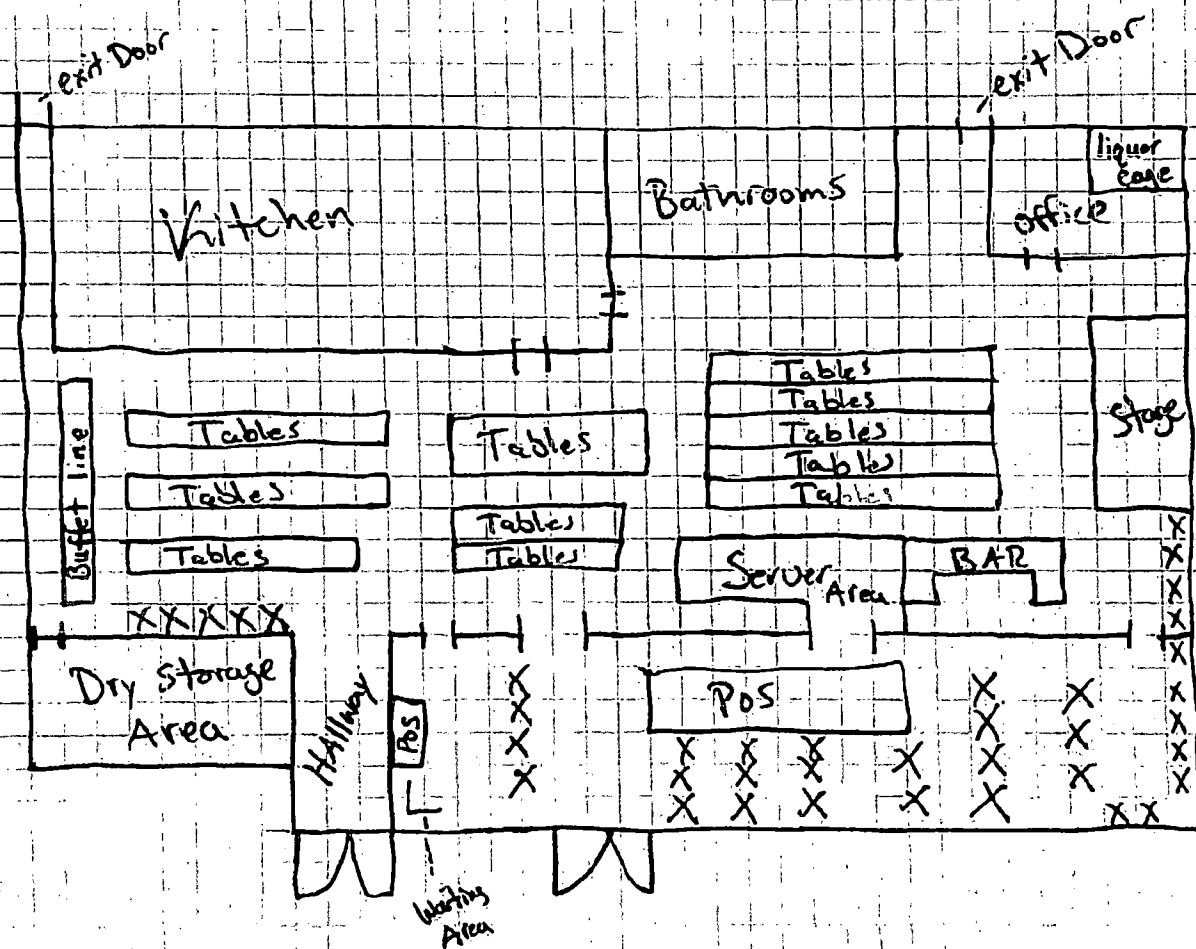
Shannon Polcyn
Notary Public
Coconino County, Arizona
My Comm. Expires 04-28-27
Commission No. 648517

Notary Seal

2025 7 2 11:41 AM 1015



AMENDMENT



X = Tables / Booths



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

1. Name of restaurant (Please print): Gone West

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Avantco - EG36N 36"
Oven	Platinum - lang - CDE0408A0079
Freezer	Continental - CEU4701
Refrigerator	Avantco - 178APT 27HC / 178APT 27HC
Sink	3 bay dish sink - Advance Tabco FC-3-1818-182L
Dish Washing Facilities	American dish Services - AF-3D-S
Food Preparation Counter (Dimensions)	3" x 4"
Other	Warmer - C519-CFC4-Metro

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 75%

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____%

6. List the seating capacity for:

a) Restaurant dining area of your premises: [300]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 20]

TOTAL [= 320]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2-TV'S

9. Do you have live entertainment or dancing? ☒ YES ☐ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

Live band 3x a week

10. List number of employees for each position:

Position	How many
Cooks	8
Bartenders	2
Hostesses	4
Managers	2
Servers	8
Other (busser)	2
Other ()	
Other ()	

I, (Print Full Name) Rochelle Mauger hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Rmauger



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Gone West
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of all food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, accurate inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

B. Income Tax Return - city, state and federal (copies)

C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

25 7 2 Div. 3pt #1015

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Rochelle Mauger hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Rmauger

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

GONE WEST MENU REVISED

Appetizers

Sticky BBQ Pork Wings 6 each | \$16

#2847891 -Pack Size: 2 / 5lbs. -74-80 count

Elote Corn Ribs (v) 8 each | \$12

#5068821 Pack Size: 4 / 4lbs.

Crispy Rolled Tacos | \$16

Stuffed w/ Shredded Chicken, Green Hatch Chile served w/ Spicy Green Chile Salsa & Guac

Pulled Pork Flatbread | \$18

Pulled Pork, Cotija Cheese, Golden Bbq Aioli, Pickled Onions, Crispy Onion Straws

Spicy Fried Buttermilk Chicken Tenders 4 each | \$16

Ghost Pepper Hot Honey, Buttermilk Ranch, Baby Carrot & Celery

Cowboy Fries | \$18

Pulled pork, Shredded Jack Cheese, Green Onions, Bourbon BBQ Sauce, House BBQ Spiced Dust

Soup of the Day \$6

SALADS

add chicken \$6, add pulled pork \$8,

House Garden Greens | \$14

Heritage Greens, Carrots, Shaved Red Onions, Cucumbers, Grape Tomatoes,

Southwest Caesar Salad | \$15

Chopped Romaine, Cotija Cheese, Shaved red Onions, Chipotle Caesar Dressing, Charred Lemon Cheek

BURGERS, SANDWICHES & SUCH

Choice of side Fries, Sweet Potato, Onion Rings, Mash, Side Salad

Add \$2 Beyond Burger as a substitute

Country Fried Chicken Sandwich Brioche | \$18

Buttermilk Breaded Cubed Sirloin Steak, Country Chicken Gravy, Fried Sunny Side Egg

Classic American Burger | \$16

House Burger Aioli, American Cheese, LTOP

Signature John Wayne BBQ Burger | \$18

House Burger Aioli, Bourbon BBQ Sauce, Bacon, Onion Rings, Cheddar Cheese, LTOP

Cod Sandwich | \$16

Battered Cod Loin, Shredded Cabbage, Tomatoes, Shaved Red Onions, Remoulade Sauce, Lemon Cheek

Fish & Chips | \$20

Battered Cod Loin, Remoulade, Lemon Cheek

WILD WEST COMFORT FOOD

3 6 inch. flour tortilla stuffed w/ monterey jack cheese.

Mac & cheese |

kraft mac & cheddar cheese

Chicken tenders |

bbq sauce or ranch dressing

Sides |

Sides (\$5)

Mash \$4

Seasoned waffle fries

Sweet potato waffle fries

Tater tots

Roasted baby carrots

(\$6) Fry bread served with honey, butter and dusted powdered sugar

Beverage

Coffee, Tea & Beverages

Coffee (regular or decaf)

assorted tea (earl grey black tea, honey lemon ginseng, English breakfast black, green tea, chamomile, peppermint herbal)

4

Beverages (Pepsi products) | all fountain soda drinks are

3

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Council**Meeting Date:** August 13, 2025**Presented by:**

Steven Kidman, Mayor

Brief Title: Update on Fire Impact**Agenda Section:** Reports and Announcements**Agenda Sub-category:** Agenda Item**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

N/A

Background:

Mayor will present an update on the Bravo Fire's impact.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Meeting Date:** August 13, 2025**Department:** City Council**Presented by:****Brief Title:** Council Liaison Reports on Board Meetings**Agenda Section:** Boards and Commissions**Agenda Sub-category:** Administrative Report**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

N/A

Background:

Reports on the most recent Board meetings by Board Liaisons (The most recent Board Agendas can be found on the City of Page website <https://cityofpage.org/government/public-meetings/>):

Mayor Kidman – Page Utility Enterprises Board

Mayor Kidman – Page Public Safety Personnel Retirement Systems Board

Mayor Kidman – Volunteer Firefighter Pension Board

Vice Mayor Farrow – Youth Advisory Commission

Councilor Auge - Substance Abuse Task Force

Councilor Hettinger - Parks and Recreation Advisory Board

Councilor Preller – Planning and Zoning Commission

Councilor Hammond – Economic Development Advisory Board

Councilor Roundtree – Library Advisory Board

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Attorney**Meeting Date:** August 13, 2025**Presented by:**

Josh Smith, City Attorney

Linda Watson, Finance Director

Brief Title: BMX and Splash Pad Grant Updates**Agenda Section:** Unfinished Business**Action:** Other**Agenda Sub-category:** Administrative Report**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Staff will present updates on both grants and take council direction as needed.

Background:

The splash pad construction should have already started or will be starting very soon. We still do not have the formal grant award for the \$500k towards this project, but it looks like that may come through within the next few weeks. The State has encouraged us not to spend funds before we receive the formal agreement and award, but staff has not halted the progress of the project based upon our understanding that council wants this project done with no further delays. We are hopeful that we will be able to apply funds spent to our matching portion and/or use funds spent later in the project for match and reimbursement. If council prefers to stop the project until the grant is awarded and funded, we can take that direction.

On the BMX park, we were awarded \$149k towards the construction of a BMX pump track to be located in the Reinhold Lake area. The project was originally sited right in the flood area, but staff has some concerns about access and building there with no flood mitigation for the improvements. It has been suggested that we could move the park closer towards the Sports Complex to save costs on the access road and water line. The city originally estimated the entire project cost to be \$298k, but it is likely that the park alone will run \$400k+, not including the parking lot (if necessary), water line and access. According to the prior city manager, the city budgeted \$350k from general fund money to spend on this project in addition to the \$149k grant (total of \$500k). Also, the location closer to the parking lot is partially owned by the school district. The school district has indicated that they would be willing to deed property to the city to construct the project in exchange for an access easement. The grant agreement requires that we maintain the park and improvements for at least 25 years. Staff is looking for direction from council whether to continue to pursue this project.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact: Unknown

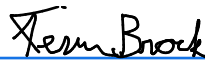
Notes:

Attachments:

1. Project Agreement 472506 Page BMX Track - signed

Arizona State Parks
1110 W Washington St, Suite 100, Phoenix, AZ 85007
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board and the City of Page (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: BMX Pump Park		PROJECT NUMBER: ASPT #: 472506 ADOT #: M472506P Fed Aid #: RTP-H-102	
THIRD PARTY PARTICIPANT'S NAME:		FY OF REVENUE: 2025	
PROJECT PERIOD: All expenses and match to be submitted prior to <u>12/31/2027</u>			
GRANT PROGRAM: Recreational Trails Program	GRANT AMOUNT: \$149,085.00	PARTICIPANT MATCH: \$149,085.00	TOTAL PROJECT COST: \$298,170.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B			
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: (A.R.S.) §28-334 and §41-511 RESOLUTION: 2021-01			
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:  Kevin Brock (Feb 12, 2025 08:33 MST) Signature Kevin Brock Assistant Director 02/12/2025 Date			
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.  Darren Coldwell (Feb 3, 2025 14:21 MST) Darren Coldwell, City Manager 02/03/2025 Date		PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional) Attorney's Signature Date	

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

**Arizona State Parks
PROJECT SPONSOR AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PROJECT SPONSOR: City of Page

PROJECT TITLE: BMX Pump Park

PROJECT NUMBER: 472506

PROJECT DESCRIPTION: Funds will be used for facilities including an asphalt-paved looping BMX Pump Park with berms, moguls and jumps for use by children and adults of every skill level on city park property. Facility includes large all-weather parking area, a portable spring-operated starting gate, park benches, bleachers located throughout track, and a water drinking fountain and hoses for rinsing off bicycles and equipment.

APPROVED PROJECT SCOPE:

Provide Facilities Near Trails – Drinking Fountain.....	\$375.00
Provide Facilities Near Trails – Drinking Fountain (Match).....	\$375.00
Provide Facilities Near Trails – Park Benches.....	\$7,500.00
Provide Facilities Near Trails – Park Benches (Match).....	\$7,500.00
Provide Facilities Near Trails – Bleachers.....	\$7,800.00
Provide Facilities Near Trails – Bleachers (Match).....	\$7,800.00
Provide Facilities Near Trails – Portable Starting Gate.....	\$3,400.00
Provide Facilities Near Trails – Portable Starting Gate (Match).....	\$3,400.00
Construct New Trails – Asphalt for track surface.....	\$123,200.00
Construct New Trails – Asphalt for track surface (Match).....	\$123,200.00
Construct New Trails – Water pipe fittings.....	\$4,400.00
Construct New Trails - Water pipe fittings (Match).....	\$4,400.00
Total:	298,170.00

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

The City of Page will provide up to \$149,085.00 cash and/or in-kind match for this project. A **minimum 5.7%** match will be required for each reimbursement.

SPECIAL CONDITIONS:

The administration of this grant agreement is additionally subject to the contents of the “Administrative Guidelines for Awarded Grants” found at: <https://arizona-content.usedirect.com/storage/2024-2025GrantManual.docx.pdf>

Species of concern are California Condor (LE,XN) and Bald Eagle-Winter population. Habitat for both species is not present in project area. This population of California Condor is experimental and therefore does not have the same protections as non-experimental populations. Impacts to listed species are not likely. No WOTUS impacts. -Coby Teal ADOT Biology 12.31.2024 Due to vegetation removal, environmental commitments to protect MBTA species will be included.

It is recommended that vegetation removal occur outside of migratory bird breeding season. If vegetation clearing will occur during the migratory bird breeding season (March 1- August 31), the applicant shall avoid disturbing any active bird nests.

Project applications are submitted as “shovel-ready” and project activities must begin immediately upon final execution of the project sponsor agreement.

Detailed status quarterly reporting in ASPT’s on-line system is required. Failure to provide status reports when required may result in funds being withdrawn. Reports are due at the end of March, June, September, and December.

Detailed Financial reports (Claims) in ASPT’s on-line system are required at a minimum of every 6 months. Failure to provide these reports may result in a withdrawal (cancellation) of the project.

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If any archeological remains are encountered during project related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum pursuant to A.R.S. 41-844. The participant will then inform the Chief of Grant and Trails of the discovery to determine any further action that may be necessary.

Allocated project funds can only be expended on the designated scope items.

Project costs above 10% of any line item must be approved by park staff prior to submitting that reimbursement. Failure to request this change prior to submission will not be reimbursed.

Arizona State Parks and Trails
GRANT PROJECT SPONSOR AGREEMENT
Attachment B
General Conditions Applicable to Project Grants

This Agreement applies to grants for projects awarded pursuant to the Off-Highway Vehicle Program, the Recreational Trails Program, Heritage Fund Program and State Lake Improvement Fund Program.

PART I – DEFINITIONS

For purposes of this Agreement:

- A. “Agreement” means the Grant Project Sponsor Agreement and its attachments.
- B. “AORCC” is the Arizona Outdoor Recreation Coordinating Committee. Together, AORCC and the Board are “the Parties.”
- C. “BOARD” means the Arizona State Parks BOARD. Together, AORCC and the Board are “the Parties.”
- D. “Conversion” means the replacement of grant-funded facilities with new facilities that are of reasonably equivalent usefulness and location as the original.
- E. “Eligible Costs” mean direct costs attributed to the project grant program, such as: 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the grant; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the grant; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; and 5) direct services furnished specifically for the grant program by other agencies. These costs are identified by the PROJECT SPONSOR in the Estimated Project Cost Sheet that is submitted with the Certified Application Form and application packet. The costs are then approved by the BOARD or by an amendment to this Project Agreement. Generally, eligible costs are identified in the applicable grant manual.
- F. “Facilities” mean capital improvements.
- G. “Fund” means either the Federal Recreational Trails Program, the State Heritage Fund, the State Off-highway Vehicle Fund, or the State Lake Improvement Fund depending on the type of Grant program identified in the agreement.
- H. “Guidelines” mean the Administrative Guidelines for Awarded Grants and any other applicable program directives adopted by the BOARD.
- I. “Ineligible Costs” are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the project.
- J. “Match” includes cash, in-kind contributions, or donations, including volunteer time or materials contributed to the project with no intention of reimbursement.
- K. “Obsolescence” means that an area or facility may be determined obsolete during the Term of Public Use if (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing needs dictate a change in the type of facilities or equipment provided; (3) operating practices dictate a change in the type of facilities or equipment required; or (4) the facility or equipment is destroyed by fire, natural disaster, or vandalism. Declaring the facility obsolete means that the PROJECT SPONSOR receives a waiver of the replacement requirements. No later than 90 days after a facility or equipment is taken out of public use, the PROJECT SPONSOR may request a waiver of repayment or replacement requirements in writing. A determination of obsolescence may be made at the sole discretion of the BOARD.
- L. “PROJECT SPONSOR” means an eligible applicant that has been awarded a grant to develop a project or coordinate an education program.
- M. “Project” means the sum of the activities identified with specific costs in the grant application packet that are eligible under the referenced grant application manual and have been approved by the BOARD.
- N. “Project Period” means the period of time during which all approved work and related expenditures associated with development of the project are to be completed by the PROJECT SPONSOR.
- O. “Repayment” means returning grant money to the Fund in the event the PROJECT SPONSOR expends advanced funds for ineligible costs or fails to expend the advanced funds for eligible project costs during the term of this grant.
- P. “Sub-contract” means an Agreement/contract between the PROJECT SPONSOR and another individual or entity whereby labor, work, services, or other responsibilities are supplied or performed in furtherance

- of the PROJECT SPONSOR'S responsibilities under this Agreement
- Q. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant-assisted facilities must be at least:
1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
 2. Facilities (real property): 25 years
 3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

PART II – PERFORMANCE

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement.
5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.
8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.
9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.
10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.
11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this

agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this agreement. Combined pre-agreement and design and engineering costs must not exceed 10% of the approved grant award.

C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub-contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.
2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.
3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and (b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this agreement.
2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.
3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on-site inspections; failure to do so is a failure to keep or maintain the property for public use.

G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license

to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the (Federal Recreational Trails Program/State Lake Improvement Fund/ Off-highway Vehicle Fund/ or Heritage Fund) administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona.

C. APPLICABLE LAW

In accordance with A.R.S. § 51-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Arizona Americans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611), and applicable state rules and federal regulations under the Acts

E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC section A.R.S. § 23-214, Subsection A.

F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state or project sponsor may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending

required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by the BOARD.

2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual agreement of the Parties.
3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.
4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be cancelled before the effective termination date.
5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this agreement in conjunction with the remedies in this section.
7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.

K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

L. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Arizona State Parks Board (ASPB) is selfinsured per A.R.S. 41-621.

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, sub-contractor shall defend, indemnify, and hold harmless the PROJECT SPONSOR and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or

any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

M. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this agreement by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance: PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

• Combined Single Limit (CSL)	\$1,000,000
-------------------------------	-------------

- a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR, involving automobiles owned, leased, hired or borrowed by the PROJECT SPONSOR."
- b. Policy must contain a waiver of subrogation against the State of Arizona, as departments, agencies,

boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
•Employers' Liability	
- Each Accident	\$ 500,000
- Disease – Each Employee	\$ 500,000
- Disease – Policy Limit	\$1,000,000

- a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.
- b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

PROJECT SPONSOR'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the PROJECT SPONSOR from potential insurer insolvency.

Verification of Coverage:

PROJECT SPONSOR shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that PROJECT SPONSOR has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of

work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

Subcontractors:

PROJECT SPONSOR's certificate(s) shall include all subcontractors as insureds under its policies or PROJECT SPONSOR shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Agreement, proof from the PROJECT SPONSOR that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

Exceptions:

In the event the PROJECT SPONSOR or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the PROJECT SPONSOR or subcontract(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Project Agreement 472506 Page BMX Track

Final Audit Report

2025-02-12

Created:	2025-02-03
By:	Alec Wilcox (awilcox@azstateparks.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr07jiNydHjZ_guyywJa0F3bcAH30MF1R

"Project Agreement 472506 Page BMX Track" History

-  Document created by Alec Wilcox (awilcox@azstateparks.gov)
2025-02-03 - 8:29:09 PM GMT
-  Document emailed to Darren Coldwell (dcoldwell@pageaz.gov) for signature
2025-02-03 - 8:46:00 PM GMT
-  Email viewed by Darren Coldwell (dcoldwell@pageaz.gov)
2025-02-03 - 9:21:01 PM GMT
-  Document e-signed by Darren Coldwell (dcoldwell@pageaz.gov)
Signature Date: 2025-02-03 - 9:21:35 PM GMT - Time Source: server
-  Document emailed to Kevin Brock (kbrock@azstateparks.gov) for signature
2025-02-03 - 9:21:36 PM GMT
-  Email viewed by Kevin Brock (kbrock@azstateparks.gov)
2025-02-12 - 3:33:01 PM GMT
-  Document e-signed by Kevin Brock (kbrock@azstateparks.gov)
Signature Date: 2025-02-12 - 3:33:19 PM GMT - Time Source: server
-  Agreement completed.
2025-02-12 - 3:33:19 PM GMT

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** August 13, 2025**Presented by:**

Steven Kidman, Mayor

Brief Title: Liquor License - Gone West Family Restaurant**Agenda Section:** New Business**Action:** Motion**Agenda Sub-category:** Agenda Item**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Series #12 (Restaurant) Liquor License for Gone West Family Restaurant / Rochelle Marie Mauger.

Background:

Background materials for this item are included in the Public Hearing portion of this Liquor License Application.

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Series #12 (Restaurant) Liquor License for Gone West Family Restaurant / Rochelle Marie Mauger.

As required by Arizona Revised Statutes, the public hearing was held during an earlier portion of this meeting.

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

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** Public Works**Meeting Date:** August 13, 2025**Presented by:**

Kyle Christiansen, Public Works Director

Brief Title: Bid Award for 17th Avenue Sewer Line Extension**Agenda Section:** New Business**Action:** Motion**Agenda Sub-category:** Agreement/Contract**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Award the 17th Ave Sewer Extension project to Pat Bern Construction LLC. in the amount of \$149,200.00 and authorize the Mayor to sign the contract.

Background:

For the ongoing development of the northern airport property, the sewer line was the last needed infrastructure piece to allow for further development. Several new structures have been constructed with sewer laterals that are not connected to city infrastructure. Airport staff, in conjunction with airport engineers, develop and designed the sewer extension to serve the current and future developments. The design was reviewed by ADEQ and PUE. The city has received ADEQ approval for construction.

The design was published for bid, following procurement requirements, with three qualified bidders submitting documentation.

Staff recommends the contract be awarded to Pat Bern Construction LLC.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:** 2026**Amount Requested:** \$149,200.00**Line Item(s):** 40-485-9830

Budget Impact:

Notes:**Attachments:**

1. 17th-Ave-Sewer-_-Plans
2. Bid-Opening-Sheet 17th Ave Sewer
3. NOA 17th Ave
4. CONTRACT 17th Ave



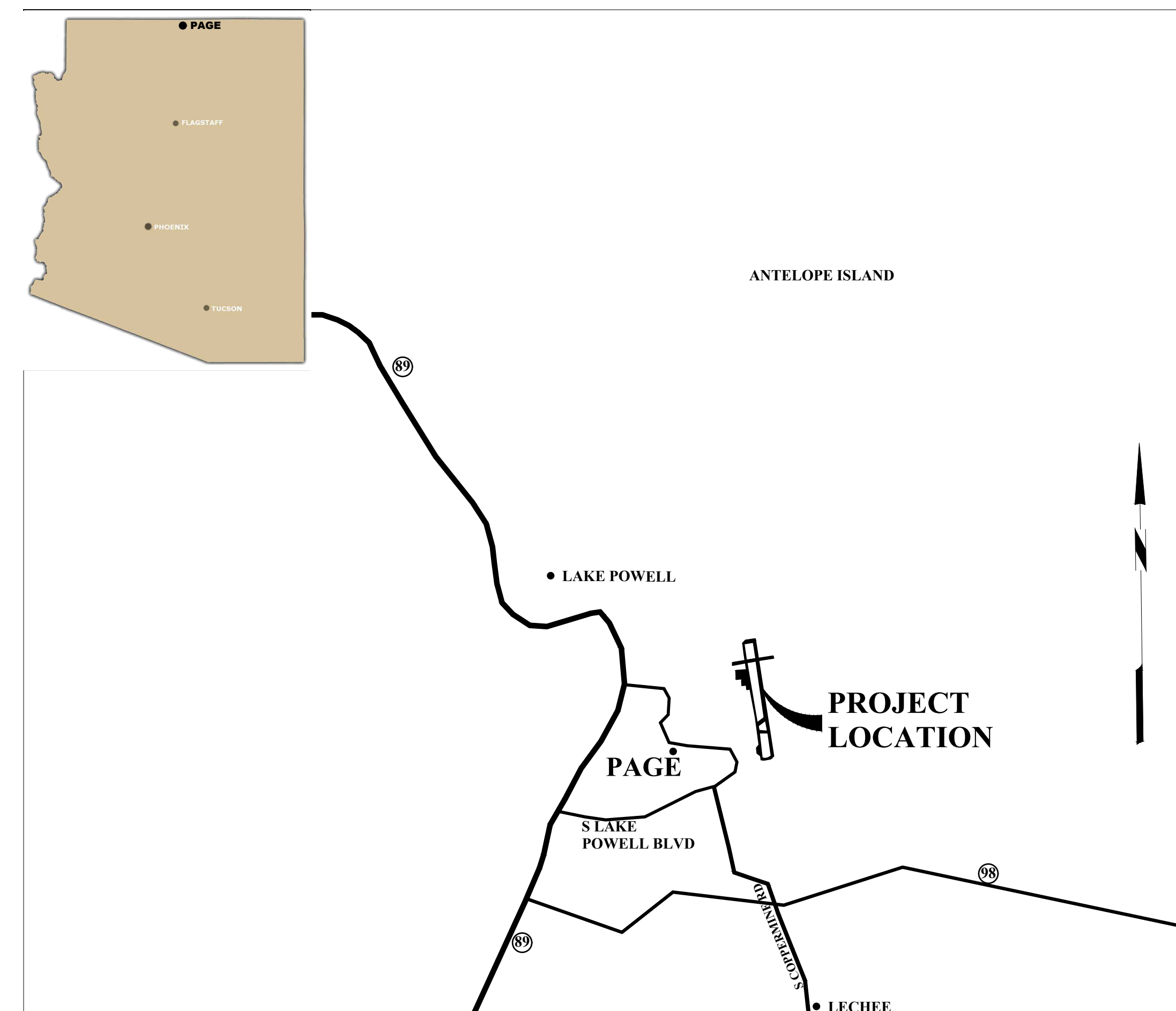
CONTRACT DRAWINGS FOR THE CONSTRUCTION OF 17th AVE SEWER EXTENSION PROJECT

CITY OF PAGE

PAGE MUNICIPAL AIRPORT
PAGE, ARIZONA

C&S PROJECT: K26.028.001

JUNE 2025



LOCATION MAP
NOT TO SCALE

G-001

Jun 20, 2025 - 5:27pm
F:\projects\K26 - City of Page, AZ\K26.028.001 - 17th Ave Sewer Extension (Des)\Design\CADD\Sheet Files\K26.028.001_GI02.dwg

C

B

A

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 70-08, ATTACHMENT A - CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) OF THE GENERAL PROVISIONS.
2. THESE DRAWINGS HAVE BEEN PREPARED, IN PART, BASED UPON RECORD DRAWINGS AND/OR CAD FILES FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THOSE UTILIZING THE INFORMATION ON THESE DRAWINGS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY PURPOSE.
3. EXISTING UTILITIES WERE TAKEN FROM PLANS OF RECORD. THEY HAVE BEEN SHOWN TO THE EXTENT KNOWN AND ARE OFFERED IN GOOD FAITH SOLELY FOR INFORMATIONAL PURPOSES. THEY MAY NOT REFLECT ACTUAL LOCATIONS AND MAY NOT BE INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
4. THE ACTUAL LOCATION AND ELEVATION OF ALL UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
5. IN THE EVENT OF DAMAGE TO EXISTING UTILITIES OR CABLES, THE ENGINEER AND OWNER SHALL BE NOTIFIED IMMEDIATELY.
6. THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO UTILITIES OR CABLES, AS DIRECTED BY THE ENGINEER, IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE.
7. ALL AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S STAGING AND CONSTRUCTION OPERATIONS SHALL BE RESTORED EQUAL TO OR BETTER THAN ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
8. DURING THE WORK OF THIS CONTRACT, THE CONTRACTOR SHALL FURNISH,ERECT AND MAINTAIN WHATEVER TEMPORARY LIGHTING MAY BE NECESSARY TO KEEP THE TAXIWAY IN OPERATING CONDITION WHEN OPEN FOR AIRCRAFT.
9. ALL DIRT, DUST, STONES AND LOOSE DEBRIS SHALL BE CONTINUOUSLY REMOVED FROM ALL PAVED SURFACES DURING THIS CONTRACT.
10. THE CONTRACTOR SHALL RECONSTRUCT AND MAINTAIN EXISTING ACCESS ROADS AS REQUIRED FOR ACCESS TO THE WORK AREAS.
11. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN PROPOSED GRAVEL ACCESS ROADS AT THE APPROXIMATE LOCATION SHOWN.
12. PROPOSED ACCESS ROADS SHALL BE REMOVED UPON COMPLETION OF WORK AND THE AREA RESTORED TO ORIGINAL CONDITION.
13. ALL OF THE CONTRACTOR'S OPERATIONS SHALL REMAIN ON AIRPORT PROPERTY AT ALL TIMES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED ON ADJACENT PROPERTY.
14. THIS CONTRACT DOES NOT ALLOW FOR PRICE INCREASES DUE TO ESCALATION IN COST OF UNIT BID ITEMS. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING UNIT PRICES FOR BID.
15. THE COST OF ALL FAILING TESTS PERFORMED BY THE OWNER OR ON THE OWNER'S BEHALF SHALL BE BORNE BY THE CONTRACTOR.

GRADING AND EXCAVATION NOTES

16. QUALITY ASSURANCE TESTS WILL BE MADE BY AND AT THE EXPENSE OF THE OWNER, UNLESS OTHERWISE NOTED. THE COST OF ALL FAILING TESTS SHALL BE BORNE BY THE CONTRACTOR.
17. THE EXACT LOCATIONS AND DIMENSIONS OF PAVEMENT TO BE RECONSTRUCTED SHALL BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION.
18. ALL SPOIL SHALL BE DISPOSED OF ON AIRPORT PROPERTY AS SHOWN ON THE CONTRACT DRAWINGS.
19. EMBANKMENTS SHALL BE CONSTRUCTED WITH SUITABLE ON-SITE MATERIAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
20. TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL WORK PERFORMED FOR PROTECTION OF CONSTRUCTION AREAS OUTSIDE THE CONSTRUCTION LIMITS, SUCH AS BORROW AREAS AND WASTE AREAS, HAUL ROADS, EQUIPMENT AND MATERIAL STORAGE SITES, AND TEMPORARY PLANT SITES, WILL NOT BE MEASURED AND PAID FOR DIRECTLY BUT SHALL BE CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR.
21. ALL SOIL EROSION AND SEDIMENT CONTROL DEVICES AND MATERIALS SHALL BE IN PLACE PRIOR TO BEGINNING EARTHWORK OPERATIONS.

SURVEY NOTES

22. ALL ELEVATIONS REFER TO NAVD 88 VERTICAL DATUM. COORDINATES REFER NAD 83 HORIZONTAL DATUM.
23. TOPOGRAPHIC SURVEY WAS PERFORMED BY ARDURRA.

SHEET NO.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES AND QUANTITIES
3	LEGEND AND ABBREVIATIONS
4	GENERAL PLAN AND SURVEY CONTROL
5	CONSTRUCTION SAFETY AND PHASING PLAN AND DETAILS
6	SEWER IMPROVEMENT PLAN
7	SEWER PROFILES

C3 SHEET INDEX

SCALE: NOT TO SCALE

B3 NOT USED

SCALE: NOT TO SCALE

NO	SPEC	DESCRIPTION	QUANTITY	UNITS
1	C-105	MOBILIZATION(10% MAXIMUM)	1	LS
2	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS
3	GTP-11	8" SDR SEWER PIPE	800	LF
4	GTP-12	INSTALL NEW SEWER MANHOLE	2	EA
5	GTP-13	3" ASPHALT SURFACE COURSE (OR MATCH EXISTING THICKNESS)	10	TON
6	GTP-14	8" CRUSHED AGGREGATE BASE COURSE (OR MATCH EXISTING THICKNESS)	10	CY

A3 QUANTITIES

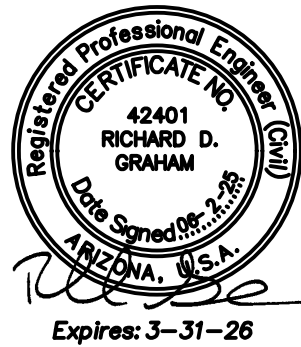
SCALE: NOT TO SCALE

A1 GENERAL NOTES

SCALE: NOT TO SCALE



C&S Engineers, Inc.
2575 East Camelback Road
Suite 740
Phoenix, Arizona 85016
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Fax: 602-755-2094
www.cscos.com



17TH AVENUE SEWER EXTENSION
PAGE MUNICIPAL AIRPORT
CITY OF PAGE, ARIZONA

3	XXXXXX	DESCRIPTION
2	XXXXXX	DESCRIPTION
1	XXXXXX	DESCRIPTION

MARK	DATE	DESCRIPTION
------	------	-------------

REVISIONS	
PROJECT NO:	K26.028.001
DATE:	JUNE 2025
DRAWN BY:	MK
DESIGNED BY:	MK
CHECKED BY:	RG

CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

GENERAL NOTES AND QUANTITIES

GI002

SHEET NO. 2 OF 7

Jun 30, 2025 - 5:27pm
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A1	GENERAL NOTES	
	SCALE: NOT TO SCALE	
B		KEYED NOTE REFERENCE
		EXISTING AIRPORT PROPERTY LINE
C		EXISTING AVIGATION EASEMENT BOUNDARY
		EXISTING ROADWAY BOUNDARY
1		EXISTING RUNWAY OBJECT FREE AREA
		EXISTING RUNWAY SAFETY AREA
2		EXISTING TAXIWAY OBJECT FREE AREA
		EXISTING TAXIWAY SAFETY AREA
3		EXISTING FENCE LINE
		EXISTING SINGLE SWING GATE
4		EXISTING DOUBLE SWING GATE
		EXISTING TAXIWAY SAFETY AREA
1		EXISTING CANTILEVER GATE
		EXISTING UNDERDRAIN
2		EXISTING UNDERDRAIN CLEANOUT
		EXISTING UNDERDRAIN
3		EXISTING UNDERDRAIN CLEANOUT
		EXISTING CATCH BASIN
4		EXISTING DRAINAGE MANHOLE
		EXISTING HEADWALL
1		EXISTING PIPE END SECTION
		EXISTING WATER LINE
2		EXISTING HYDRANT
		EXISTING WATER VALVE
3		EXISTING WATER MANHOLE
		EXISTING SANITARY LINE
4		EXISTING SANITARY FORCE MAIN
		EXISTING SANITARY MANHOLE
1		EXISTING GAS LINE
		EXISTING GAS VALVE
2		EXISTING GAS LINE MARKER
		EXISTING GLYCOL SYSTEM DRAINAGE LINE
3		EXISTING GLYCOL SYSTEM FORCE MAIN
		EXISTING GLYCOL SYSTEM DRAINAGE MANHOLE
4		EXISTING GLYCOL SYSTEM VENT
		EXISTING GLYCOL SYSTEM AIR RELEASE VAULT
1		EXISTING UNDERGROUND TELEPHONE LINE
		EXISTING FIBER OPTIC LINE
2		EXISTING OVERHEAD TELEPHONE LINE
		EXISTING TELEPHONE JUNCTION BOX
3		EXISTING TELEPHONE MANHOLE
		EXISTING UNDERGROUND ELECTRIC LINE
4		EXISTING OVERHEAD ELECTRIC LINE
		EXISTING LIGHT POLE
1		EXISTING UTILITY POLE
		EXISTING GUY WIRE AND ANCHOR
2		EXISTING POLE SUPPORT
		EXISTING SURFACE SENSOR
3		EXISTING RETROREFLECTIVE MARKER
		EXISTING RUNWAY OR TAXIWAY EDGE LIGHT
4		EXISTING IN-PAVEMENT EDGE LIGHT
		EXISTING AIRFIELD GUIDANCE SIGN
1		EXISTING REIL UNIT
		EXISTING ELECTRICAL DISCONNECT
2		EXISTING TRANSFORMER
		EXISTING WIND CONE
3		EXISTING LIGHTED WIND CONE
		EXISTING ELECTRICAL MANHOLE
4		EXISTING PULLBOX
		EXISTING JUNCTION CAN
1		EXISTING JUNCTION CAN PLAZA
		EXISTING CIRCUIT LABEL
2		EXISTING AIRFIELD LIGHTING CABLE IN TRENCH
		EXISTING AIRFIELD LIGHTING CABLE IN CONDUIT
3		EXISTING DUCT BANK
		EXISTING FENCE LINE TO BE REMOVED

ABBREVIATIONS	
ABAN - ABANDONED	R - RADIUS
APPROX - APPROXIMATE	RCP - REINFORCED CONCRETE PIPE
ASPH - ASPHALT	ROFA - RUNWAY OBJECT FREE AREA
B - BASELINE	RSA - RUNWAY SAFETY AREA
BLDG - BUILDING	ROW - RIGHT OF WAY
BM - BENCH MARK	RPZ - RUNWAY PROTECTION ZONE
C - CENTERLINE	RT - RIGHT
CIP - CAST IRON PIPE	RW - RUNWAY
CMP - CORRUGATED METAL PIPE	SHDR - SHOULDER
CONC - CONCRETE	SICPP - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE
CSP - CORRUGATED STEEL PIPE	STA - STATION
DIA - DIAMETER	TOFA - TAXIWAY OBJECT FREE AREA
ELEV - ELEVATION	TSA - TAXIWAY SAFETY AREA
FND - FOUNDATION	TW - TAXIWAY
HP - HIGH POINT	TYP - TYPICAL
INV - INVERT	UD - UNDERDRAIN
LT - LEFT	
LP - LOW POINT	
MAX - MAXIMUM	
MIN - MINIMUM	
MISC - MISCELLANEOUS	
NA - NOT APPLICABLE	
OFA - OBJECT FREE AREA	
O.C. - ON CENTER	
PAVT - PAVEMENT	
PC - POINT OF CURVATURE	
PCC - PORTLAND CEMENT CONCRETE PAVEMENT	
PI - POINT OF INTERSECTION	
P - PROPERTY LINE	
PT - POINT OF TANGENCY	
PVI - POINT OF VERTICAL INTERSECTION	
PVC - POINT OF CURVATURE (VERTICAL CURVE)	
PVC - POLYVINYL CHLORIDE PIPE	
PVT - POINT OF TANGENCY (VERTICAL CURVE)	

C3	ABBREVIATIONS
SCALE: NOT TO SCALE	

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**17TH AVENUE SEWER EXTENSION
PAGE MUNICIPAL AIRPORT
CITY OF PAGE, ARIZONA**

	XXXXXX	DESCRIPTION
	XXXXXX	DESCRIPTION
	XXXXXX	DESCRIPTION
MARK	DATE	DESCRIPTION

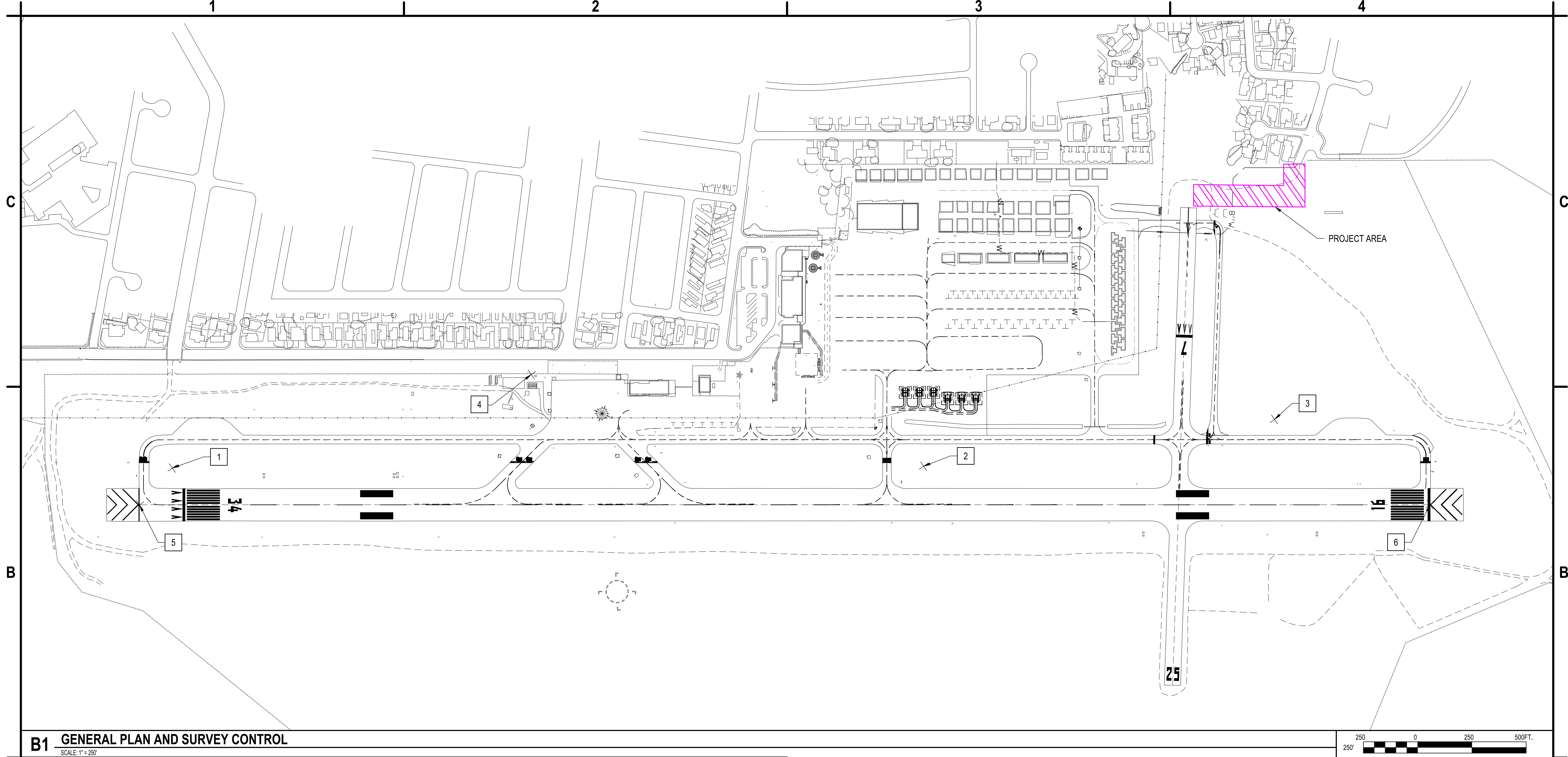
REVISIONS	
PROJECT NO:	K26.028.001
DATE:	JUNE 2025
DRAWN BY:	MK
DESIGNED BY:	MK
CHECKED BY:	RG
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.	

LEGEND AND ABBREVIATIONS

GI003

SHEET NO. 3 OF 7

Jun 20, 2025 - 5:58pm
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B1 GENERAL PLAN AND SURVEY CONTROL
SCALE: 1" = 250'

A1 KEYED NOTES
SCALE: NOT TO SCALE

PROJECT CONTROL POINTS				
NO.	NORTHING	EASTING	ELEVATION (FT)	DESCRIPTION
1	1460976.8100	528965.9700	4941.0700	HAWKEYE LS 13187
2	1464847.1500	535387.9800	4881.1900	NGS ANA
3	1464553.2200	534191.5700	4889.1300	BENCHMARK
4	1463200.0300	532107.7300	4908.9800	BENCHMARK
5	1462420.5000	530479.5400	4920.9700	BENCHMARK
6	1461832.2700	531837.9200	4916.2300	BENCHMARK
7	1462829.5200	533524.2100	4899.0900	BENCHMARK
8	1465039.3200	535606.5400	4881.8100	BENCHMARK

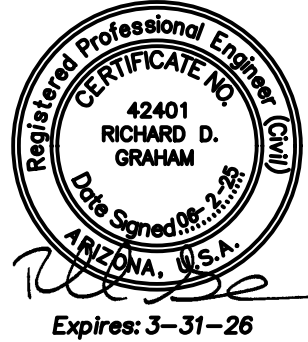
HORIZONTAL AND VERTICAL DATUM:
NAD83 (2011 EPOCH)
NAVD 88

NOTE: CONTRACTOR SHALL PROTECT ALL CONTROL POINTS. IF DISTURBED,
MINIMUM CHARGE FOR REPLACEMENT SHALL BE \$10,000 PER POINT LOCATION

A3 SURVEY CONTROL
SCALE: NOT TO SCALE



C&S Engineers, Inc.
2575 East Camelback Road
Suite 740
Phoenix, Arizona 85016
Phone: 602-997-7536
Fax: 602-755-2094
www.cscos.com



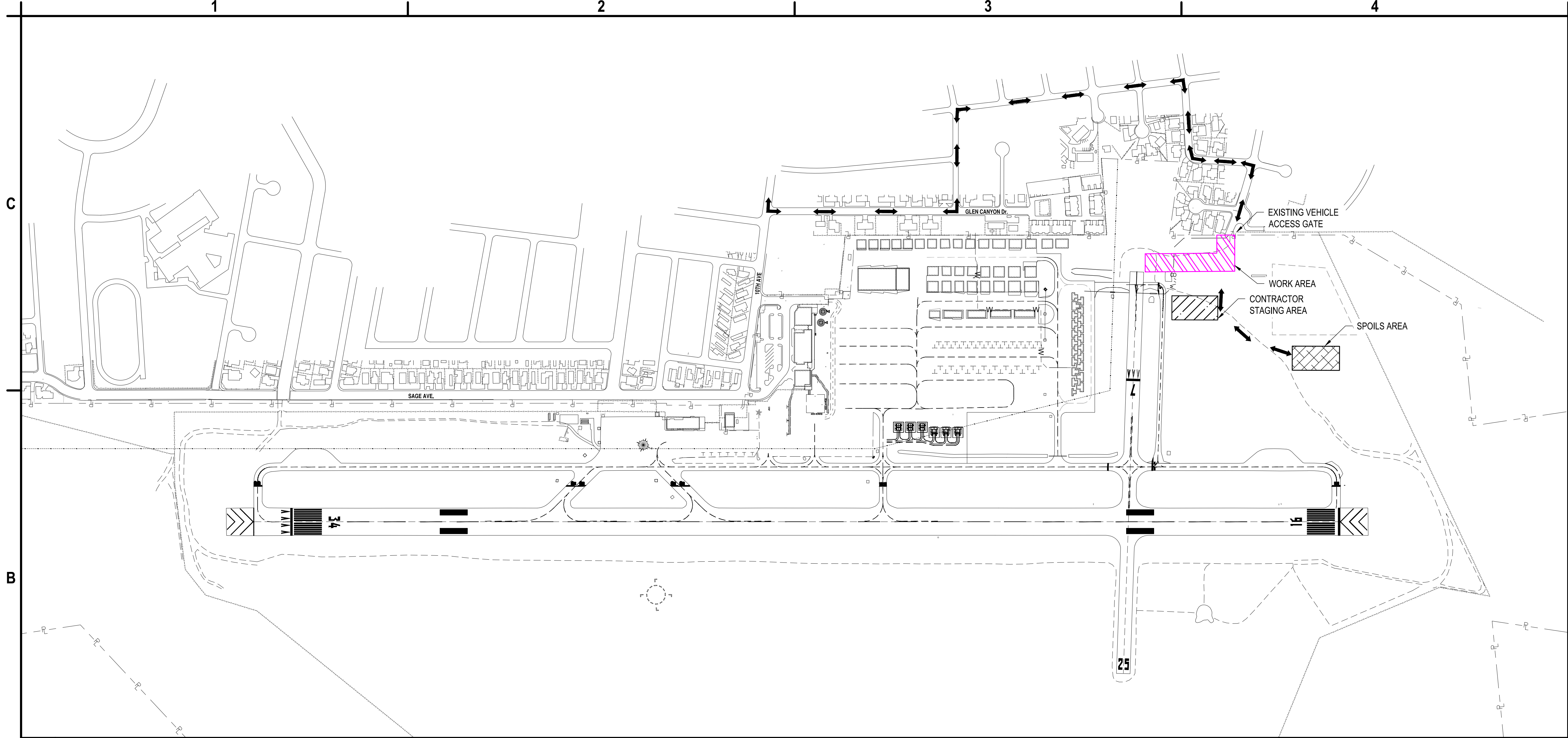
17TH AVENUE SEWER EXTENSION
PAGE MUNICIPAL AIRPORT
CITY OF PAGE, ARIZONA

3	XXXXXX	DESCRIPTION
2	XXXXXX	DESCRIPTION
1	XXXXXX	DESCRIPTION
MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: K26.028.001		
DATE: JUNE 2025		
DRAWN BY: MK		
DESIGNED BY: MK		
CHECKED BY: RG		
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.		

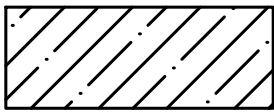
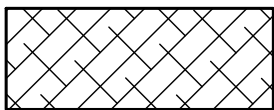
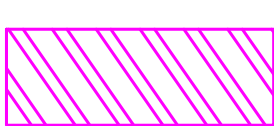
GENERAL PLAN AND
SURVEY CONTROL

GI101

SHEET NO. 4 OF 7



B1 CONSTRUCTION SAFETY AND PHASING PLAN AND DETAILS
SCALE: 1" = 300'

-  CONTRACTOR STAGING AREA
-  SPOILS AREA
-  CONTRACTOR ACCESS ROUTE
-  WORK AREA

- ALL PERSONAL VEHICLES SHALL BE PARKED IN THE STAGING AREA.
- THE STAGING AREA IS NOT FENCED OR SECURED. FENCING & SECURITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL COMPLY WITH THE CONSTRUCTION SAFETY PLAN IN SECTION 70-08 OF THE CONTRACT DOCUMENTS.
- AIRPORT UNICOM FREQUENCY = 122.8
- MAXIMUM EQUIPMENT HEIGHT = 25 FEET
- THE CONTRACTOR SHALL KEEP GATES CLOSED AND SECURE AT ALL TIMES. NO GATE SHALL BE LEFT OPEN. IF AIRPORT ACCESS GATE IS TO BE LEFT OPEN THE CONTRACTOR SHALL PROVIDE FLAGGING PERSONNEL.
- ALL ROADS USED TO ACCESS SITE SHALL BE MAINTAINED. AT THE COMPLETION OF ALL CONSTRUCTION ACTIVITY, PAVEMENT AREAS SHALL BE OPENED AT SAME OR BETTER CONDITION (TYP.).
- CONSTRUCTION VEHICLES MUST BE MARKED WITH AMBER BEACONS (DAY/NIGHT) OR ORANGE AND WHITE FLAGS DURING DAYLIGHT HOURS.
- CONTRACTOR SHALL ACCESS THE AIRPORT VIA THE 17TH AVE ACCESS GATE. THE CONTRACTOR WILL KEEP 17TH AVE AND ALL ADJACENT STREETS CLEAR OF TRACK OUT AND CONSTRUCTION DEBRIS AT ALL TIMES.
- CONTRACTOR SHALL ELIMINATE FOREIGN OBJECT DEBRIS PER THE CONSTRUCTION SAFETY PLAN.
- TAXIING AIRCRAFT SHALL ALWAYS HAVE THE RIGHT OF WAY.
- ALL CONSTRUCTION VEHICLES AND EQUIPMENT SHALL REMAIN ON AIRPORT PROPERTY.
- AT NO TIME SHALL CONTRACTOR PERSONNEL OR EQUIPMENT BE WITHIN 125' OF THE RUNWAY CENTERLINE OR ON ACTIVE TAXIWAY WITHOUT APPROVAL FROM AIRPORT.
- ALL CONSTRUCTION DEBRIS INCLUDING DIRT TRACKING OUTSIDE THE STAGING AREA(S) SHALL CLEANED UP IMMEDIATELY.
- THE PROJECT SHALL BE COMPLETED IN 14 CONSECUTIVE CALENDAR DAYS.

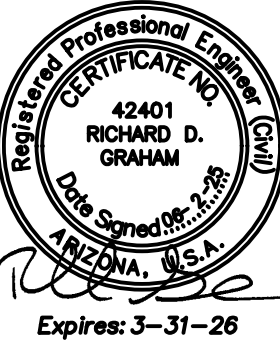
A1 KEYED NOTES
SCALE: NOT TO SCALE

A2 NOT USED
SCALE: NOT TO SCALE

A3 REVISIONS
SCALE: NOT TO SCALE



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PAGE MUNICIPAL AIRPORT
CITY OF PAGE, ARIZONA

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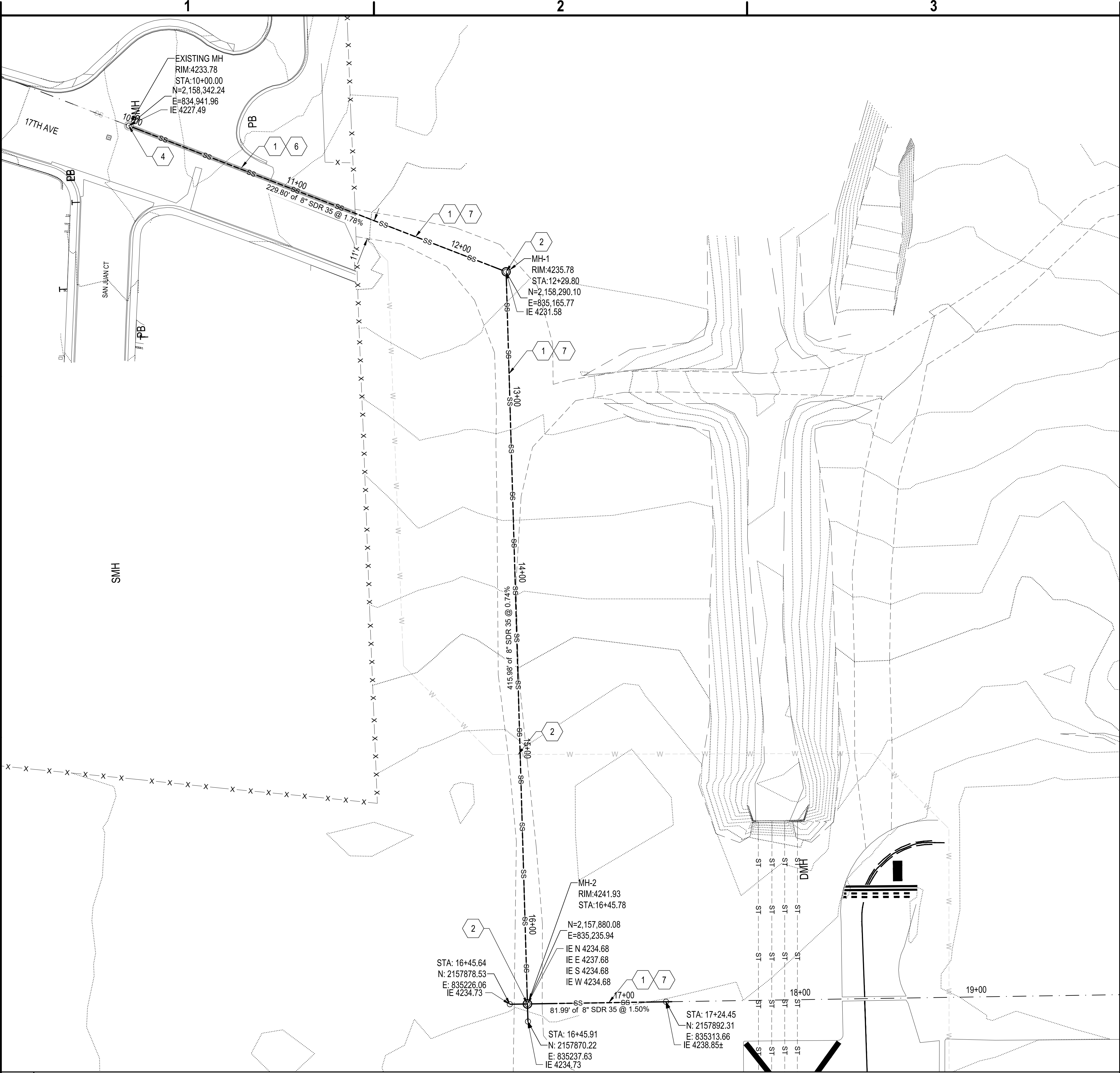
CONSTRUCTION
SAFETY AND
PHASING PLAN AND
DETAILS

GC101

SHEET NO. 5 OF 7

Jun 30, 2025 - 5:40pm
F:\Projects\K26 - City of Page, AZ\K26.028.001 - 17th Ave Sewer Extension (Des)\Design\CADD\Sheet Files\K26.028.001 CU-PL.dwg

A4 SEWER IMPROVEMENT PLAN
SCALE: NOT TO SCALE



A4 NOT USED
SCALE: NOT TO SCALE

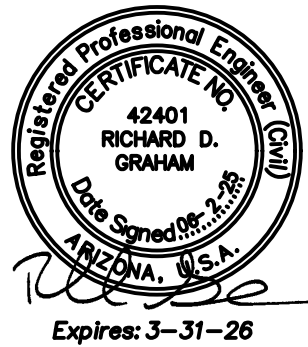
A4 NOT USED
SCALE: NOT TO SCALE

- 1 INSTALL 8" SDR-35 SANITARY SEWER LINE.
- 2 CONCRETE ENCASE CROSSING SEWER AND WATER LINES PER MAG DETAIL 404-3.
- 3 FURNISH AND INSTALL SANITARY SEWER MANHOLE PER MAG DETAIL 420-1.
- 4 TIE INTO EXISTING MANHOLE.
- 6 TRENCH AND SURFACE REPAIR PER MAG STANDARD DETAIL 200-1 TYPE 'A'.
- 7 TRENCH AND SURFACE REPAIR PER MAG STANDARD DETAIL 200-1 TYPE 'D'.

A4 KEYED NOTES
SCALE: NOT TO SCALE



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**17TH AVENUE SEWER EXTENSION
PAGE MUNICIPAL AIRPORT
CITY OF PAGE, ARIZONA**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: K26.028.001		
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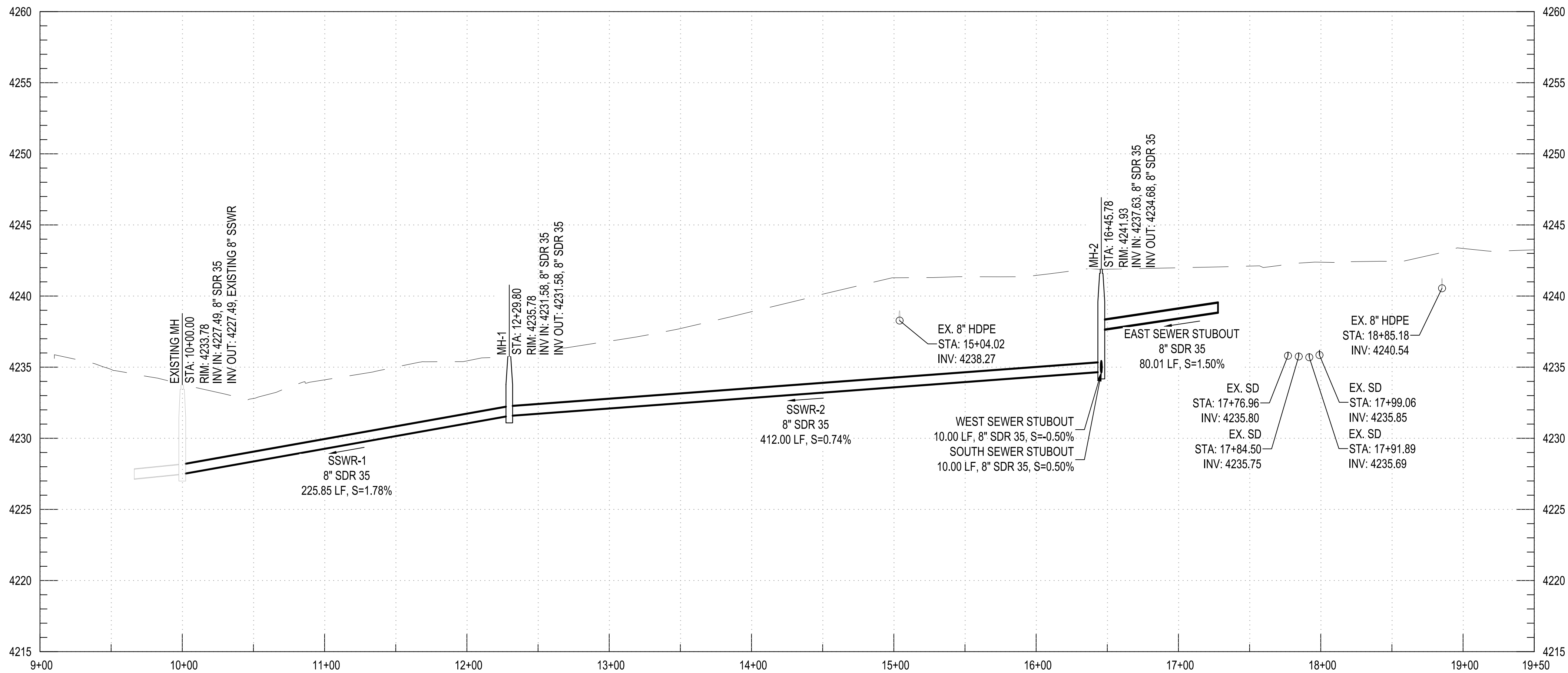
CONTRACTOR SHALL VERIFY ALL CONDITIONS
ON JOB SITE & NOTIFY THE OWNER OF ANY
VARIATIONS FROM DIMENSIONS SHOWN ON
THESE DRAWINGS BEFORE PROCEEDING WITH
ANY CONSTRUCTION.

**SEWER
IMPROVEMENT PLAN**

CU101

SHEET NO. 6 OF 7

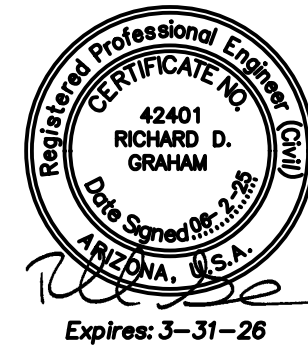
Jan 30, 2025 - 5:00pm
F:\Projects\K26 - City of Page, AZ\K26.028.001 - 17th Ave Sewer Extension (Des)\Design\CADD\Sheet Files\K26.028.001 CU-PL.dwg



B1 SEWER IMPROVEMENT PROFILE
SCALE: NOT TO SCALE



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17TH AVENUE SEWER EXTENSION
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SEWER PROFILES

CU102

SHEET NO. 7 OF 7

Copyright ©

Bid Opening Results
City of Page
17th Avenue Sewer Extension Project
July 30, 2025 at 4:30 P.M.

BIDDER	BID	BID BOND	
B4 Enterprises Inc.	187,500.00	Yes	
Pat Bern Construction LLC.	149,200.00	Yes	
Standard Construction Company Inc.	230,950.00	Yes	

NOTICE OF AWARD

PROJECT **17TH AVE SEWER EXTENSION**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR Pat Bern Construction LLC.
2657 Kiowa BLVD
N Lake Havasu City, AZ 86403

DATE August 13, 2025

The City of Page, having duly considered the bid submitted on July 20, 2025 for the City of Page **17TH AVE SEWER EXTENSION** as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City'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.



Kyle Christiansen
Director of Public Works
Airport Director

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

CONTRACT

PROJECT **17TH AVE SEWER EXTENSION**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR Pat Bern Construction LLC.
2657 Kiowa BLVD
N Lake Havasu City, AZ 86403

The following CONTRACT contains terms and conditions which CONTRACTOR must be prepared to accept upon receipt of a Notice of Award. If a Bidder requests modification to any of the terms and conditions contained in the CONTRACT, these must be identified specifically with Bid submission; otherwise by submitting a Bid, the Bidder indicates that it is willing to enter into the CONTRACT as written. Failure to identify contractual issues of dispute may be the basis for the CITY disqualifying a Bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated.

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and Pat Bern Construction LLC. (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the CITY and CONTRACTOR, as follows:

1. CONTRACT DOCUMENTS. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the Contract Documents:

A. Bid Documents to include the (1) Notice of Invitation for Bid; (2) Instructions to Bidders; (3) Bid Form; (4) Bid Schedules; (5) Contractor's Reference Page; (6) List of Subcontractors and Material Vendors; (7) Statement of Bidder Qualification; (8) Arizona Statutory Bid Bond, and (9) if applicable, all Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

B. Contract Agreement Documents to include the (1) Notice of Award; (2) Contract; (3) Arizona Statutory Payment Bond; (4) Arizona Statutory Performance Bond; and (5) Notice to Proceed.

C. General Conditions

D. Technical Specifications

E. Addenda to the Plans and Specifications, if any

F. Project Construction Plans

G. Uniform Standard Specifications for Public Works Construction, latest edition as administered by the Maricopa Association of Governments.

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. In the event any document conflicts or contradicts this instrument, this instrument shall control.

2. TIME. 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 November 28, 2025, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that completion of this project within the monetary and time constraints placed on the project is of utmost importance and CITY has considered and relied on CONTRACTOR's representations as to its quality of service commitment in entering into this CONTRACT. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure that the project is completed competently within budget and on time. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, CITY and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that CITY will suffer. Therefore, the Parties agree that in the event the CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified herein, liquidated damage shall be assessed in the amount of \$500.00 per day that the CONTRACT remains unfinished. This amount represents a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to CITY and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

Permitting CONTRACTOR to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by CITY of any rights under the Contract Documents, law or equity.

3. SUBSTANTIAL COMPLETION. When CONTRACTOR considers that the Work, phase or a portion thereof, which CITY agrees to accept separately, is substantially complete, CONTRACTOR shall prepare and submit to the CITY a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents.

Upon receipt of CONTRACTOR's Punch List, CITY will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the CITY discloses any item, whether or not included on CONTRACTOR's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that CITY can occupy or utilize the Work, phase or designated portion thereof for its intended use, CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by CITY. In such case, CONTRACTOR shall then submit a request for another inspection by CITY to determine Substantial Completion.

The CITY shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the CITY, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from CITY for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this CONTRACT have been fulfilled by CONTRACTOR and same shall have also been approved and accepted by CITY, subject only to the Punch List items.

4. FINAL ACCEPTANCE. Unless otherwise expressly agreed to in writing by CITY, Final Acceptance must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the CONTRACT.

Upon receipt of written notice that the Work is ready for final inspection and acceptance, CITY and CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not occur until all items of Work, including Punch List Items, have been completed to CITY's satisfaction as reflected in the written Final Acceptance.

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

CONTRACTOR shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-221. CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221(C). Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Retention will be in accordance with A.R.S. § 34-221(C).

Subject to all of CITY's rights to withhold or offset payment, and other rights under the CONTRACT, Final Payment including remaining retainage shall be paid only after:

- a. the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by CITY;
- b. necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings have been delivered to CITY;
- c. full and unconditional lien waivers and releases by CONTRACTOR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CONTRACTOR; and
- d. CONTRACTOR delivers to CITY a Contractor Payment Request Form requesting Final Payment.

In no event shall the total payment(s) paid to the CONTRACTOR under this CONTRACT exceed \$149,200.00.

Nothing in this CONTRACT shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law. CONTRACTOR shall make all payments, in the time required, of all labor and materials furnished to CONTRACTOR in the course of the Work and shall promptly furnish evidence of such payments as CITY may require. CONTRACTOR shall pay when due all claims arising out of performance of the Work covered by this CONTRACT for which a lien may be filed either against the real estate or leasehold interest of CITY, or against payments due from CITY to CONTRACTOR, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, CONTRACTOR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of CITY, against payment due from CITY to CONTRACTOR, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this CONTRACT, and CONTRACTOR agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) calendar days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, CONTRACTOR agrees to defend, indemnify, and hold harmless CITY from and against any and all such liens and claims. This paragraph does not apply to claims and liens of CONTRACTOR due to non-payment for Work performed.

6. SCOPE OF SERVICES. CONTRACTOR shall provide for CITY all labor, materials and equipment necessary to perform the Work provided for in the Contract Documents. All work shall be done in a skillful and workmanlike manner per specifications called for in the Contract Documents.

7. 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).

8. 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; failure to do so may, at the sole discretion of 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 CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services. The City shall be named as an additional insured.

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 coverage, 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 CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:

Limits: Combined single Limit Bodily Injury/Property damage- not less than \$1,000,000.

Automobile Liability:

Limits: Bodily Injury- \$250,000 each person
\$500,000 each occurrence

Property Damage- \$100,000 each occurrence

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.

9. INDEMNIFICATION. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and each council member, officer, employee or agent thereof (the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to,

reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this CONTRACT.

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

10. 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 CITY has elected to contract out the work rather than 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 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 CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

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

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

13. 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.

14. 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, 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 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 CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to

CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

15. TERMINATION FOR CONVENIENCE. 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. If this CONTRACT is terminated by 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.

16. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated without penalty to the CITY, if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

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

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

No failure of the CITY during the progress of the work to discover or reject materials or work not in accordance with this CONTRACT shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the CONTRACT.

19. CHOICE OF LAW/VENUE. The CONTRACT and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the CONTRACT or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

20. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.

21. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material

breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of CONTRACTOR or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

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 of Page

697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

Contractor:

Pat Bern Construction LLC
2657 Kiowa BLVD
N Lake Havasu City, AZ 86403

24. A.R.S. § 35-393. Pursuant to A.R.S. § 35-393 et seq., CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this CONTRACT not to engage in, a boycott of Israel.

25. NO THIRD-PARTY BENEFICIARIES. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than CITY and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and CONTRACTOR and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

26. SEVERABILITY. If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

27. Pursuant to A.R.S. §35-394, CONTRACTOR certifies that it does not currently, and agrees for the duration of the CONTRACT that it will not, use:

- A. The forced labor of ethnic Uyghurs in the People's Republic of China.
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If CONTRACTOR becomes aware during the term of the CONTRACT that it is not in compliance with the written certification, CONTRACTOR shall notify the CITY within five business days after becoming aware of the noncompliance. If CONTRACTOR does not provide the CITY with a written certification that CONTRACTOR has remedied the noncompliance within one hundred eighty days after notifying the CITY of the noncompliance, the CONTRACT terminates.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

City of Page

An Arizona municipal corporation

By: _____

Date: _____

Attested By:

Cindy Scott, City Clerk

Contractor:

Pat Bern Construction LLC.

By: _____

Date: _____

Approved as to Form:

City Attorney

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** Public Works**Meeting Date:** August 13, 2025**Presented by:**

Kyle Christiansen, Public Works Director

Brief Title: Bid Award for Haul Road Improvements**Agenda Section:** New Business**Action:** Motion**Agenda Sub-category:** Agreement/Contract**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to award the Haul Road improvements to B4 Enterprises in the amount of \$982,818.10 and authorize the mayor to sign the contract.

Background:

Staff was directed to improve accessibility to the existing PERA club facility, located on Haul Rd. Staff, in conjunction with the on-call engineer, Rosenberg Associates, developed and designed the curb, gutter, sidewalk and lighting from the east property line to the intersection of Via Valdez. The plans were published for bid, following procurement requirements. One qualifying bid was received.

Staff recommends the contract be awarded to B4 Enterprises.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:** 2026**Amount Requested:** \$982,946.80**Line Item(s):** 40-485-9800

Budget Impact:

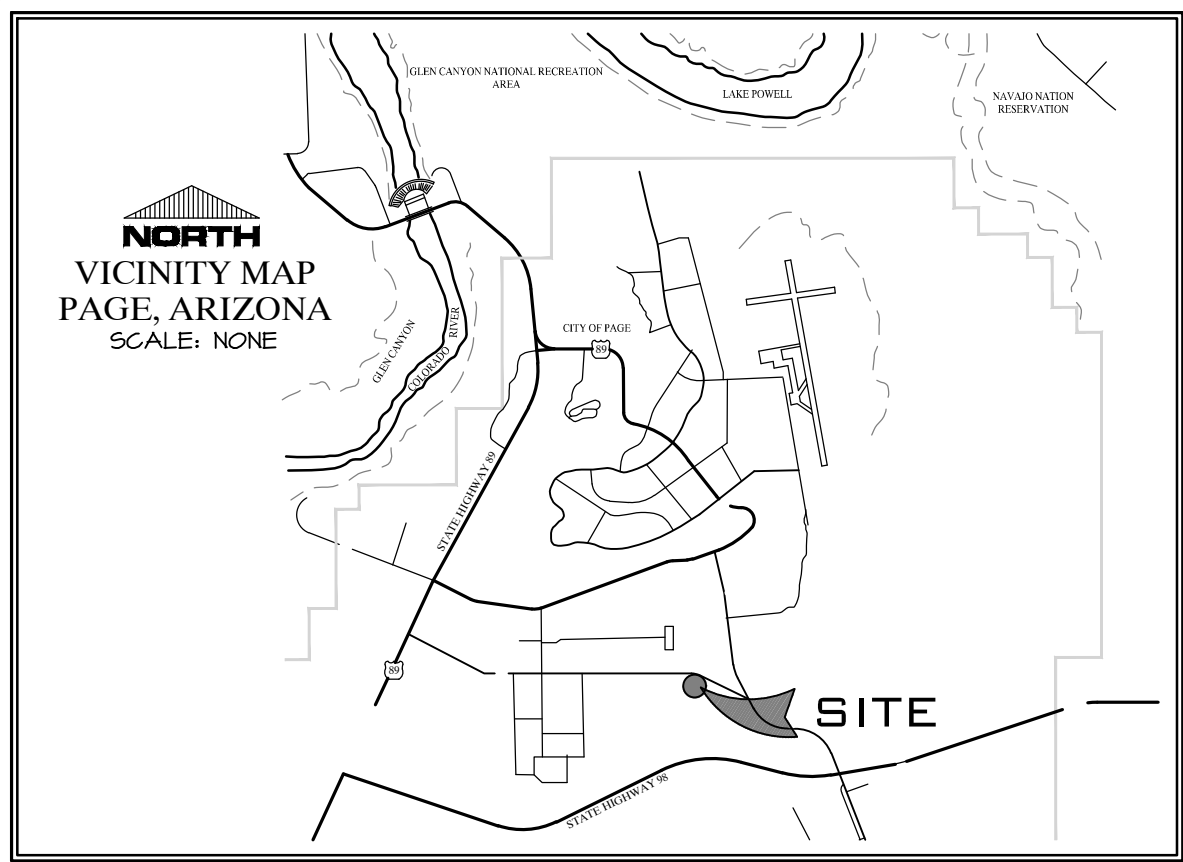
Notes:**Attachments:**

1. Bid Opening Sheet - Haul Road Improvements (003)
2. 12448-24-006 Haul Road Improvements_02.19.25
3. NOA Haul Rd

4. B4 Contract Haul Rd

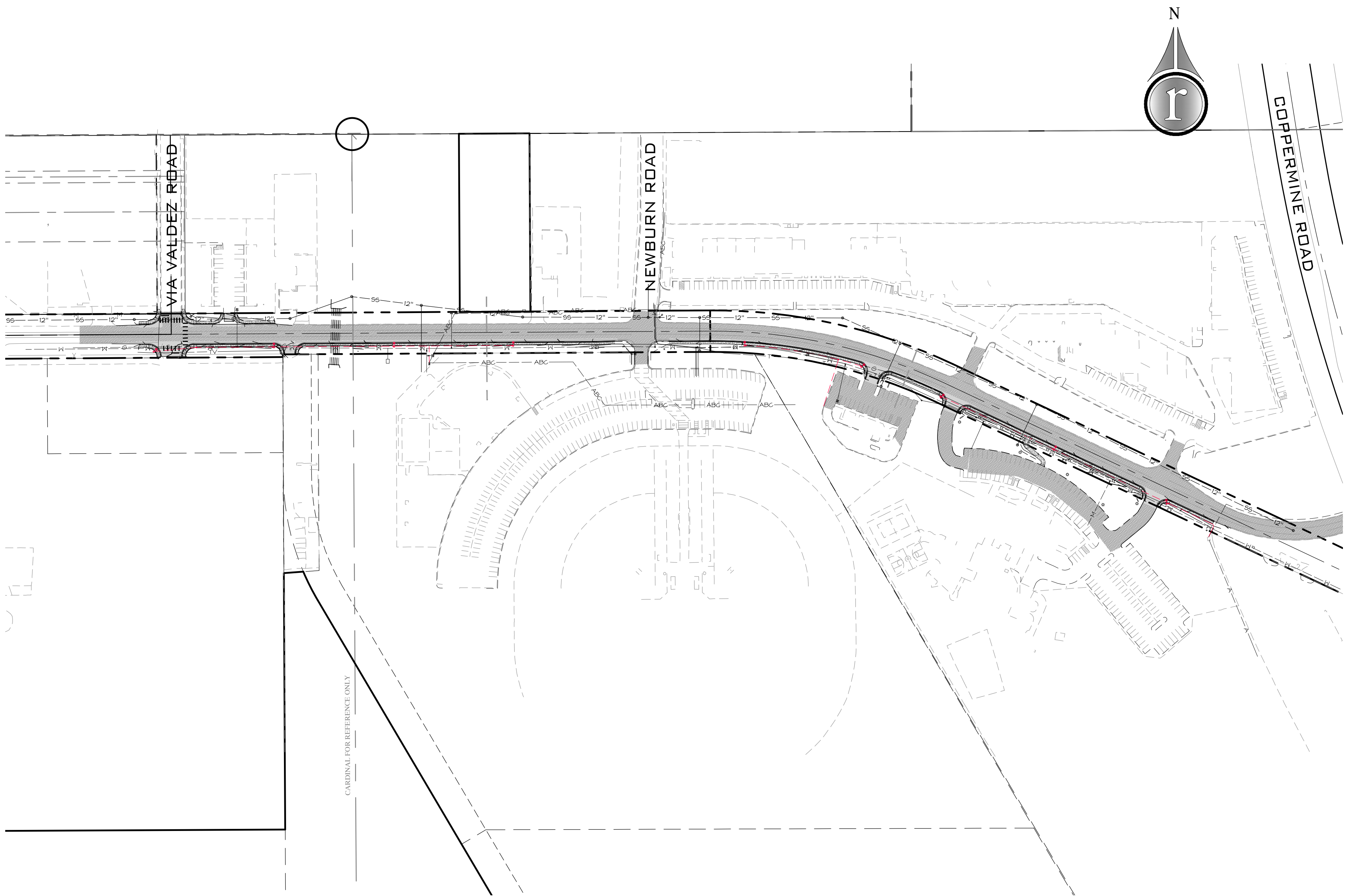
**Bid Opening Results
City of Page
Haul Road Improvements
June 18, 2025 at 4:30 P.M.**

BIDDER	BID	BID BOND	
B4 Enterprises, Inc.	982,946.80	Yes	



HAUL ROAD SOUTH IMPROVEMENTS

LOCATED IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST, G & SRM
PAGE, ARIZONA



POWER

PAGE UTILITY ENTERPRISE
640 HAIL ROAD
PAGE, ARIZONA 86040
(928) 645-2419

WATER/SEWER

PAGE UTILITY ENTERPRISE
640 HAIL ROAD
PAGE, ARIZONA 86040
(928) 645-2419

PROPANE

ALLIANT GAS, LLC
2000 EAST FRONTAGE ROAD
PAGE, ARIZONA 86040
(928) 645-2341

CATV SERVICE

SOUTH CENTRAL COMMUNICATIONS
155 5TH AVENUE
PAGE, ARIZONA 86040
(928) 660-0512
CONTACT: GARRETT EDWARDS

TELEPHONE

QWEST COMMUNICATIONS
PAGE, ARIZONA 86040
(928) 714-4440

OWNER/DEVELOPER

THE OWNER FOR THIS PROJECT IS
CITY OF PAGE
641 VISTA AVENUE
PAGE, ARIZONA
CONTACT: KYLE CHRISTENSEN

PROJECT LOCATION

THE PROJECT IS LOCATED AT:
HAIL ROAD
VIA VALDEZ TO COPPERMINE
PAGE, ARIZONA

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
MICHAEL S. ROBINSON
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8397

ENGINEER'S ACKNOWLEDGMENT:

I, Michael S. Robinson, Santa Clara, Utah do hereby certify that I am a Registered Professional Engineer as prescribed by the laws of the State of Arizona and that I hold Certificate of Registration (License) Number 44894. I further certify that the design of this site plan was made under my direction and supervision and is accurately represented on these plans.

Date: 02/19/2025


Michael S. Robinson

Certificate No. 44894

SHEET LAYOUT

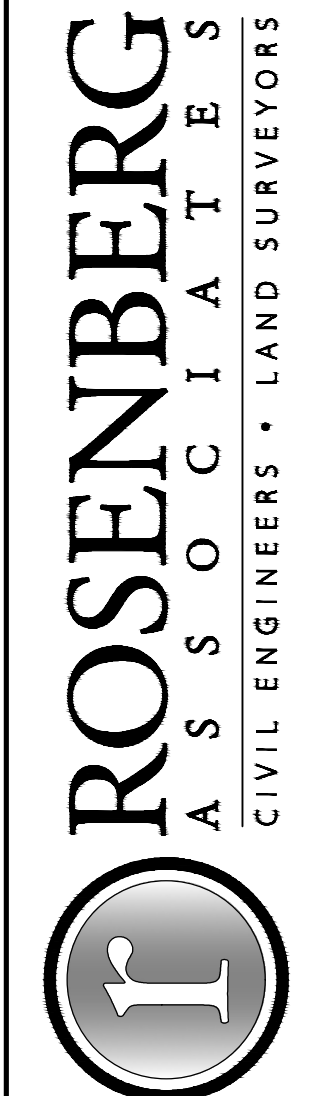
SHEET NUMBER	SHEET DESCRIPTION
C1.0	COVER SHEET
C2.0	DEMOLITION PLAN
C3.0	SITE AND GRADING PLAN
C3.1	SITE AND GRADING PLAN
C3.2	SITE AND GRADING PLAN



Know what's below.
Call before you dig.

NOTICE: EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

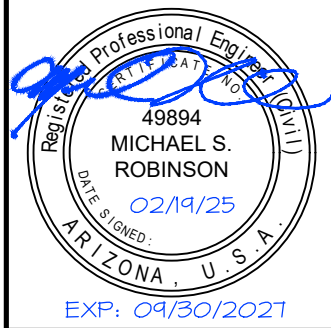
DATE:	02/19/2025
JOB NO.:	12448-24-006
DESIGNED BY:	FMD
CHECKED BY:	MSR
DWG:	CONST DOCS
DATE:	
REVISIONS:	



ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8396, Fx (435) 673-8397
www.racivil.com

COVER SHEET
FOR
HAUL ROAD SOUTH IMPROVEMENTS
PAGE, ARIZONA



SHEET
C1.0
1 OF 5 SHEETS

GENERAL NOTES:

1. THE CONTRACTOR IS REQUIRED TO CALL THE CITY FOR INSPECTION OF ALL IMPROVEMENTS RELATED TO THIS PROJECT.
2. THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK PERFORMED IN A PUBLIC RIGHT-OF-WAY.
3. ANY NECESSARY MODIFICATIONS SHALL BE APPROVED BY THE DESIGN ENGINEER AND CITY PRIOR TO CONSTRUCTION.
4. ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY. NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF OF THE APPROVED LOT AREA, WITHOUT PRIOR WRITTEN CONSENT.
5. THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRASH ENCLOSURE ON SITE DURING ALL CONSTRUCTION ACTIVITIES TO CONTAIN DEBRIS AND PREVENT AIRBORNE LITTERING OFF SITE.
6. A WATER TRUCK SHALL BE USED ON SITE TO WET DOWN ALL EARTHWORK AND TO CONTROL AIRBORNE PARTICLES.
7. UNLESS SHOWN OTHERWISE ON THESE PLANS, ALL CONSTRUCTION SHALL CONFORM TO THE MARIICOPA ASSOCIATION OF GOVERNMENTS UNIFORM SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITIONS AS ADMINISTERED BY THE CITY OF PAGE.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION (HORIZONTAL AND VERTICAL) OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTORS FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND INCLUDED IN THE CONSTRUCTION CONTRACT.
9. ALL EXCAVATIONS AND GRADINGS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PAGE, AND APPENDIX "J" OF THE "INTERNATIONAL BUILDING CODE", LATEST EDITION.
10. OWNER/CONTRACTOR SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT & GRADING PERMIT NUMBER.
11. OWNER/CONTRACTOR SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
12. A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING, OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER SHALL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICES INSPECTORS.
13. CONTRACTOR SHALL PROVIDE SUBMITTALS FOR UTILITY MATERIALS FOR CITY APPROVAL PRIOR TO ORDERING.
14. ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.
15. PERMISSION WILL NEED TO BE OBTAINED FROM ADJOINING PROPERTY OWNERS BEFORE GRADING ACROSS PROPERTY LINES.

UTILITY NOTES:

1. LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS TO EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN.
2. ALL UTILITIES SHALL BE BLUE STAKED PRIOR TO START OF CONSTRUCTION.
3. ALL WORK SHALL BE FULLY INSPECTED BY THE CITY AND/OR UTILITY PROVIDER PRIOR TO COVERING. ANY WORK WHICH HAS NOT BEEN INSPECTED AND APPROVED BEFORE IT IS BURIED SHALL BE EXPOSED AT THE CONTRACTORS EXPENSE.
4. BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION.
5. ALL WATER AND SEWER LINES SHALL HAVE A MINIMUM DEPTH OF 36" TO THE TOP OF PIPE FROM THE FINISH GRADE SURFACE.
6. ALL WATER AND SEWER LINES SHALL HAVE A MINIMUM OF 10 FEET HORIZONTAL SEPARATION, MEASURED FROM OUTSIDE OF PIPE. A MINIMUM OF 2 FEET VERTICAL SEPARATION MUST BE MAINTAINED BETWEEN TOP OF SEWER AND BOTTOM OF WATER WHEN THE WATER LINE MUST CROSS THE SEWER LINE.
7. ALL WATER LINES SHALL BE CONSTRUCTED OF 6-400 PVC PIPE.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL CONSTRUCTION AND TESTING OF SEWER AND WATER LINES SHALL BE IN ACCORDANCE WITH MAG AND ADEG STANDARDS.
9. WATER METERS SHALL BE INSTALLED ACCORDING TO CITY OF PAGE STANDARDS.
10. ALL ELECTRICAL CONDUIT SHALL BE PROVIDED AND INSTALLED BY OWNER (TRENCHING, BACKFILL AND COMPACTION).
11. ALL CONDUIT SHALL BE SCHEDULE 40 PVC. ALL SKEEPS SHALL BE 3' RADIUS LONG SKEEPS.
12. TRANSFORMER VAULTS AND TRANSFORMERS SHALL BE PROVIDED AND INSTALLED BY PAGE UTILITY ENTERPRISES AT COST TO CUSTOMER.
13. CONTRACTOR TO CONTACT POWER COMPANY FOR INSPECTIONS 24 HOURS IN ADVANCE.
14. CONTRACTOR TO CONTACT POWER COMPANY PRIOR TO CONSTRUCTION.
15. CONTRACTOR TO CONDUCT AIR TEST ON SEWER PRIOR TO COMPLETION.
16. CONTRACTOR TO CONDUCT BACTERIAL TEST ON WATERLINE PRIOR TO COMPLETION.
17. CONTRACTOR SHALL POTHOLE EXISTING UTILITIES AT THE REQUEST OF THE UTILITY COMPANY TO VERIFY THE DEPTH OF A LINE BELOW FINISH GRADE.
18. CONTRACTOR SHALL PROVIDE PAGE UTILITY ENTERPRISES A SUBMITTAL SHEET OF MATERIALS FOR APPROVAL PRIOR TO ORDERING ANY MATERIALS.
19. THE UTILITY COMPANY WILL PERFORM THE TAP INTO THE MAIN FOR THE SERVICE LINE BUT THE CONTRACTOR WILL EXPOSE THE MAIN AND INSTALL ALL MATERIAL.

PAVING NOTES:

- A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCH UP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.
- B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
 1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS.
 2. SURVEY MONUMENTS ARE INSTALLED AND STAMPED AND;
 3. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.
- C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.
- D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
- E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLE MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.
- F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THE ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.
- G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.
- H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.
- I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.
- J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.
- K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE PERCENT (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.
- L. PERMANENT PAVEMENT MARKINGS.
 1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 108.
 2. TRAVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 108.
 - M. TEMPORARY PAVEMENT MARKINGS.
 1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 108.

NOTES:

1. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL.
2. WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RE-STRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.
3. WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKING ON BEHALF OF THE CONTRACT PROVIDING THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.
- N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE PER M.A.S. STANDARD SPECIFICATIONS SECTION 321.

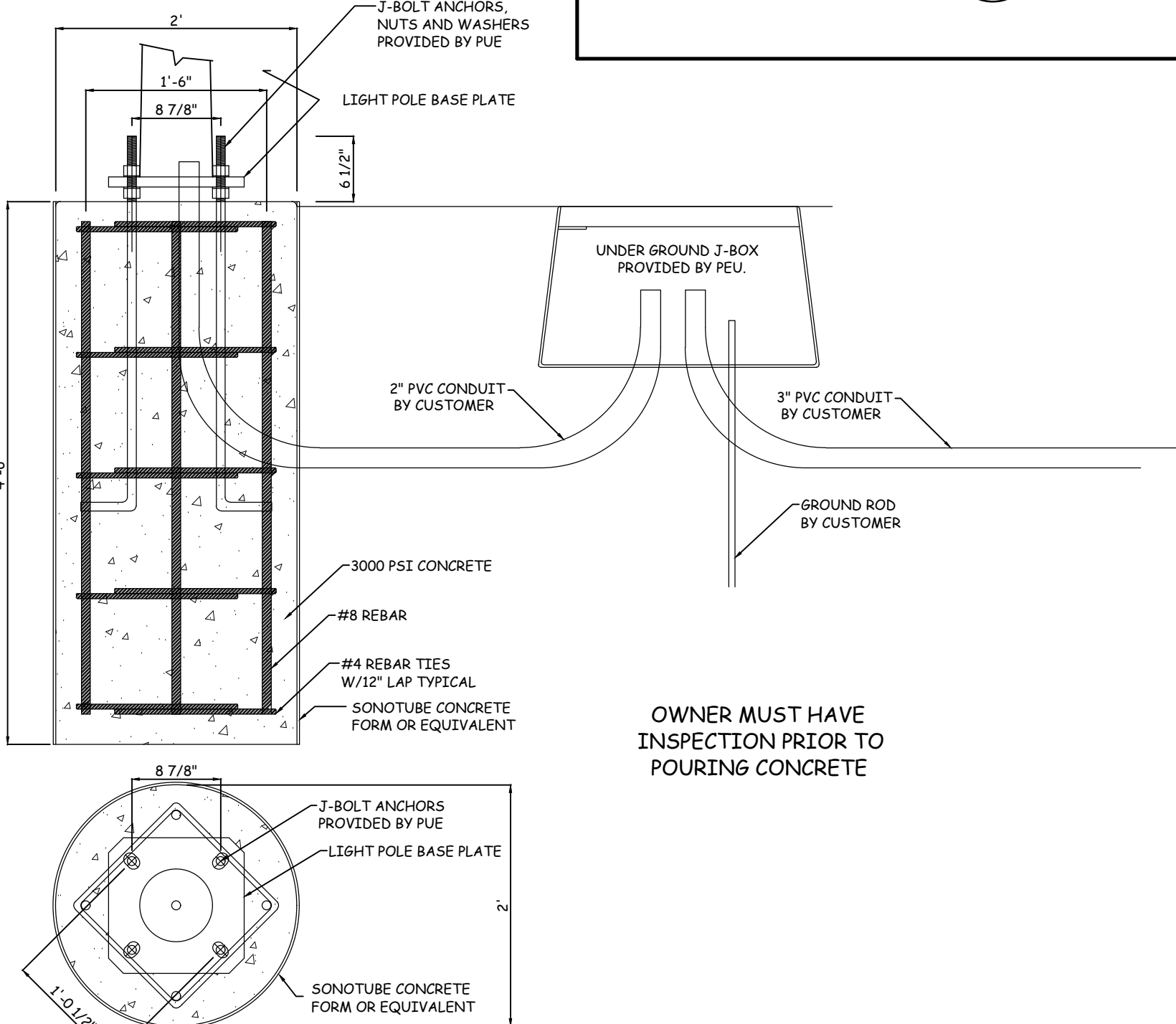
TRAFFIC CONTROL NOTES:

CONTRACTOR TO COORDINATE WITH THE CITY OF PAGE AND MAINTAIN AT LEAST ONE LANE OF TRAFFIC OPEN AT ALL TIMES DURING CONSTRUCTION.

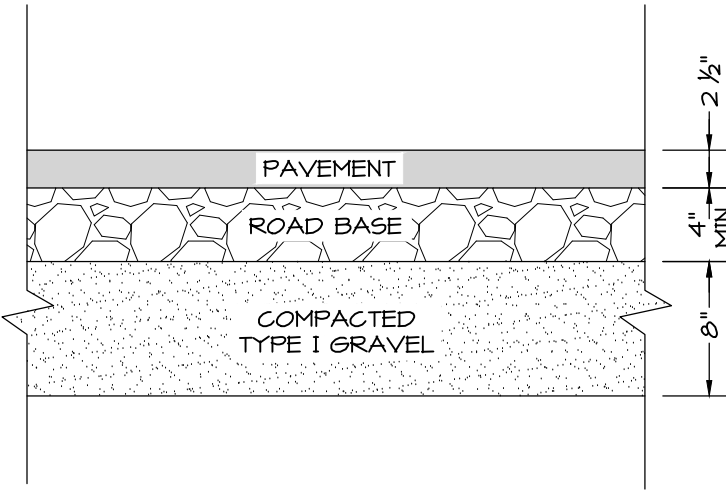
EARTHWORK VOLUMES:

150	(C) CU. YD. CUT
244	(F) CU. YD. FILL
144	(F) CU. YD. NET

THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMs), OR SURFACES; THE EXISTING GROUND SURFACE AND THE PROPOSED FINISHED GRADE SURFACE. THE CONTRACTOR IS TO CALCULATE THE PROPOSED FINISHED SUB-GRADE SURFACE BY SUBTRACTING THE VOLUME OF THE PROPOSED IMPROVEMENTS; ASPHALT, CURB AND GUTTER, SIDEWALK, WATERWAYS, HANDICAP RAMPS, AND BASE COURSE FROM VOLUME OF THE PROPOSED FINISHED GROUND SURFACE. THIS COMPARISON IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS, AND DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEOTECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARIFYING, AND ADJUSTMENT FOR ALL IMPROVEMENTS NOT ACCOUNTED FOR IN THE FINISHED SUB-GRADE SURFACE, INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES, ADDITIONAL CONSULTATIONS WITH THE GEOTECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.



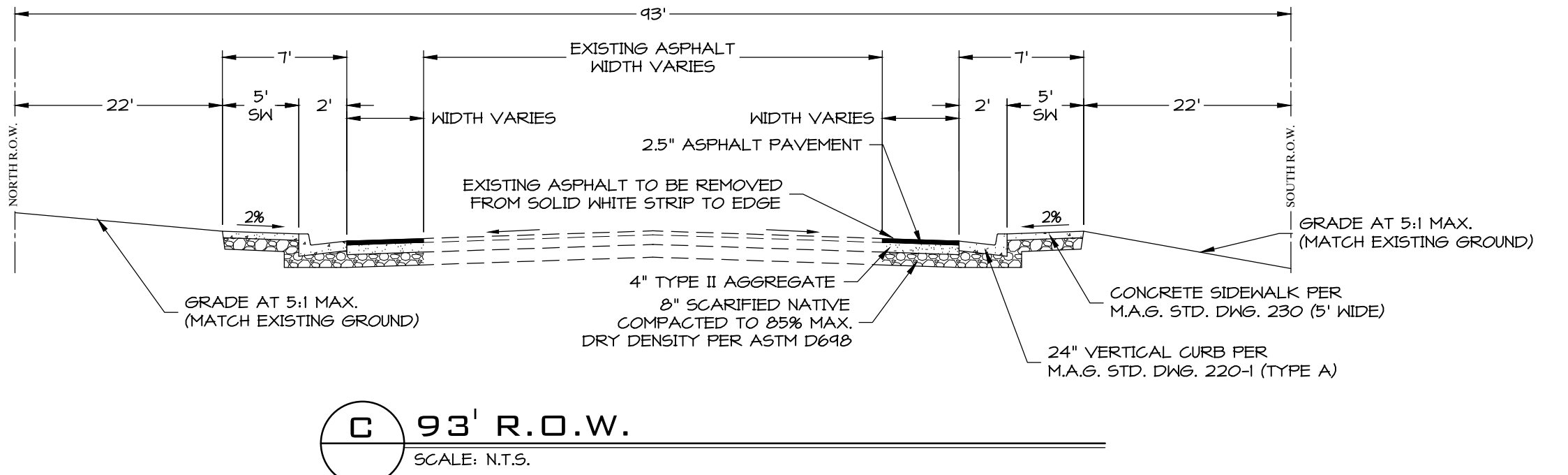
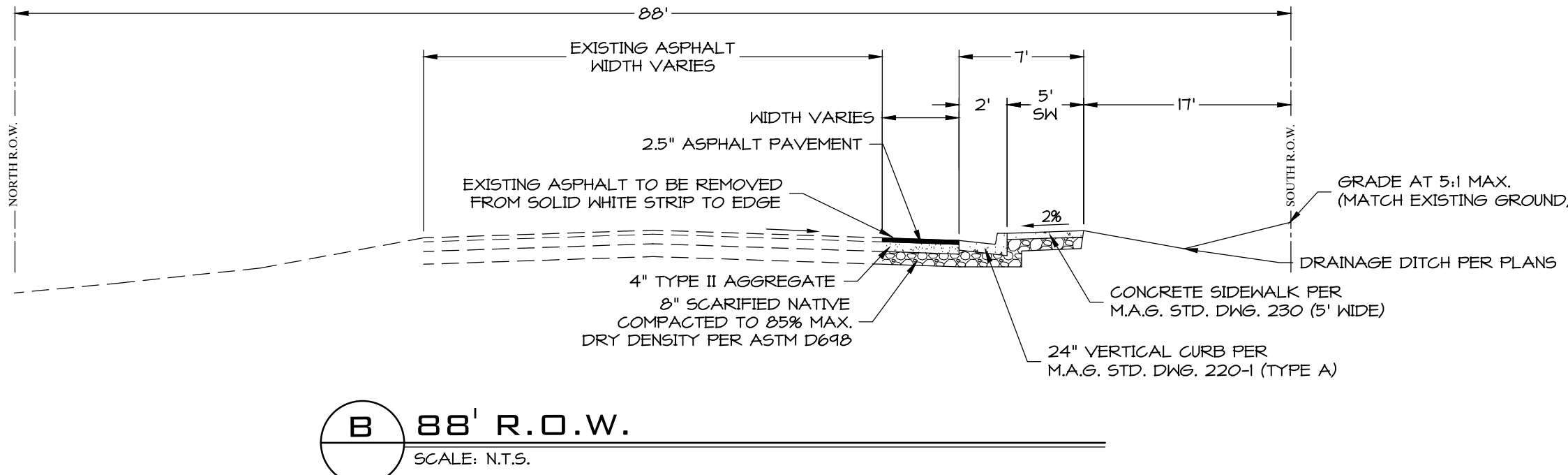
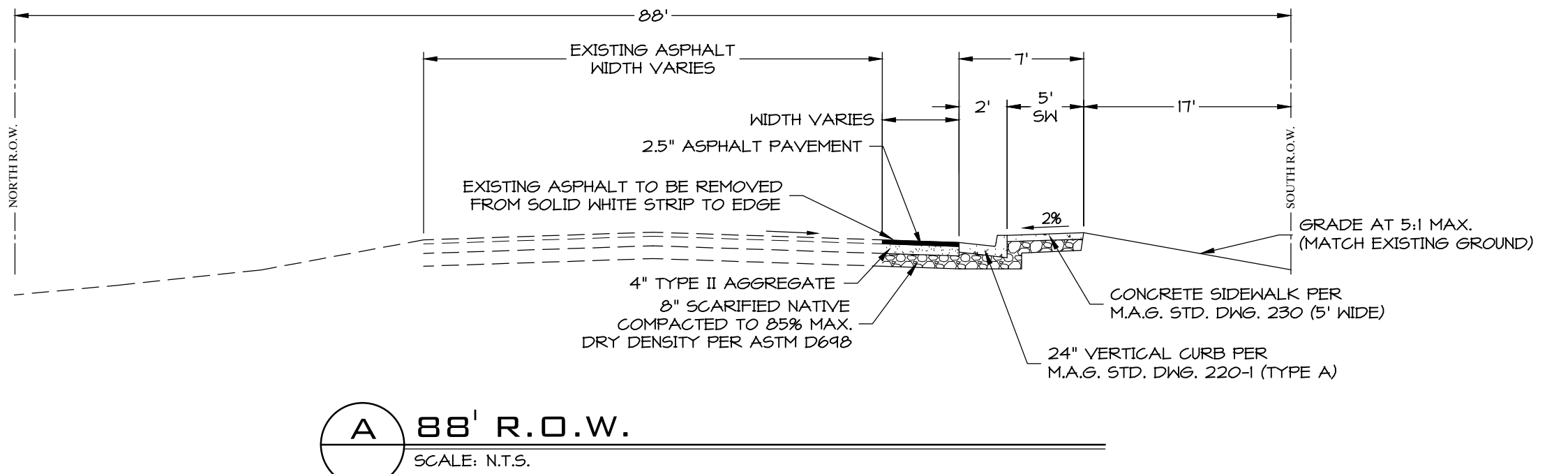
OWNER MUST HAVE INSPECTION PRIOR TO POURING CONCRETE



IT IS THE CONTRACTORS RESPONSIBILITY TO BECOME FAMILIAR WITH THE GEOTECHNICAL REPORT PRIOR TO STARTING ANY CONSTRUCTION.

VERIFY WITH GEOTECHNICAL REPORT

D PAVEMENT SECTION
SCALE: N.T.S.



DATE:	02/11/2025
JOB NO:	12448-24-006
DESIGNED BY:	FMD
CHECKED BY:	MSR
DWG:	CONST DOCS
DATE:	
REVISIONS:	

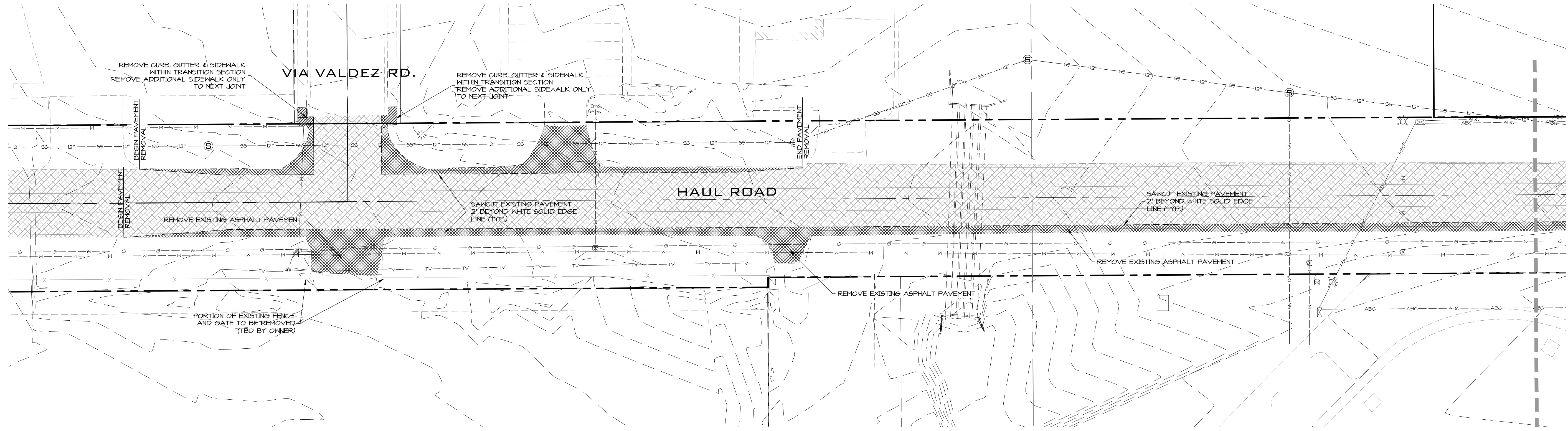
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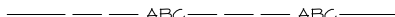
GENERAL NOTES AND DETAILS
FOR
HAUL ROAD SOUTH IMPROVEMENTS
PAGE, ARIZONA

Professional Engineer
49894
MICHAEL S. ROBINSON
02/11/25
ATLANTA, U.S.A.
EXP: 04/30/2027

SHEET
C2.0
2 OF 5 SHEETS

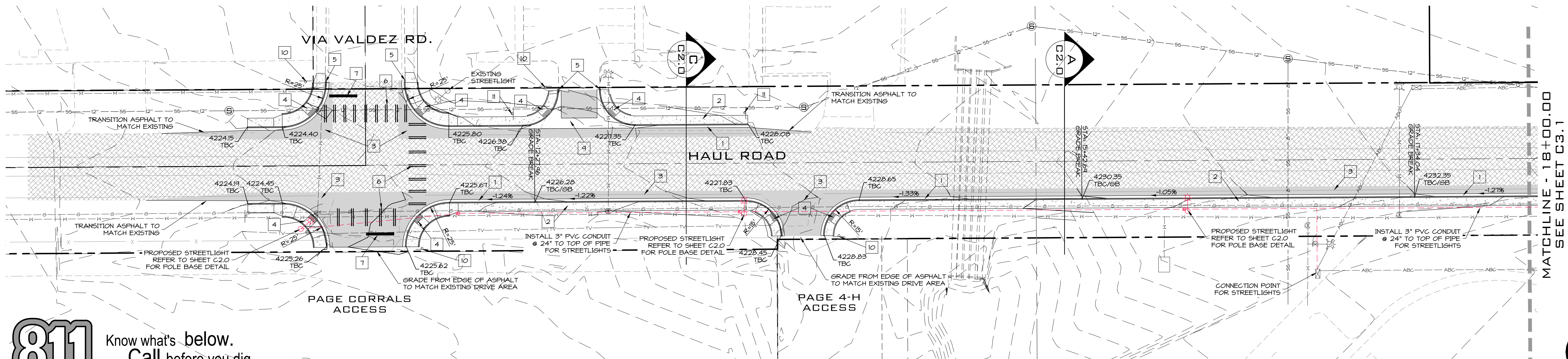


DEMOLITION PLAN

LEGEND			
	RIGHT-OF-WAY		EXISTING UNDERGROUND POWER
	RIGHT-OF-WAY/ROAD EASEMENT		EXISTING SEWER MAIN
	EXISTING CURB & GUTTER		EXISTING GAS LINE
	PROPOSED CURB & GUTTER		PROPOSED SECONDARY POWER
	PROPOSED ASPHALT PAVEMENT		PROPOSED STREETLIGHT
	EXISTING ASPHALT PAVEMENT		EXISTING STREET LIGHT
	EXISTING ASPHALT PAVEMENT TO BE REMOVED		EXISTING WATER METER
	SIGN AS INDICATED ON PLANS		EXISTING WATER VALVE
	EXISTING WATER MAIN		EXISTING FIRE HYDRANT
			EXISTING SEWER MANHOLE

CONSTRUCTION NOTES

- 24" VERTICAL CURB AND GUTTER PER MAG. STD. DWG. #220-1 (TYPE A)
- CONCRETE SIDEWALK PER MAG. STD. DWG. #230 (5' WIDE)
- ASPHALT PAVEMENT PER DETAIL D/C2.0
- A.D.A. CURB RAMP PER MAG. STD. DWG. #236-5
- MATCH EXISTING CURB ALIGNMENT AND ELEVATION
- INSTALL CROSSWALK MARKINGS PER C.O.F. STANDARD DETAIL 16-06-10 (PAVEMENT MARKINGS SHALL BE METHYL METHACRYLATE).
- INSTALL 18" WHITE STOP BAR PER C.O.F. STANDARD DETAIL 16-06-10 PAVEMENT MARKINGS
- INSTALL 2'-6" WIDE SCUPPER PER M.A.S. STD. DWG. #203
- INSTALL VALLEY GUTTER PER M.A.S. STD. DWG. #240
- INSTALL 30" STOP SIGN PER MUTCD STANDARDS
- INSTALL PEDESTRIAN CROSSING WARNING SIGN (W-2) PER MUTCD.



SITE & GRADING PLAN

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES (HORIZ & VERT) PRIOR TO START OF CONSTRUCTION



Know what's below.
Call before you dig.

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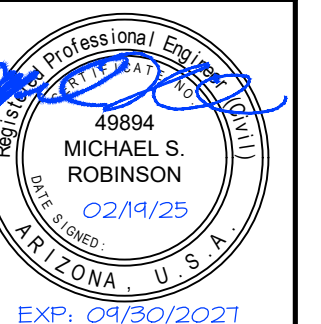
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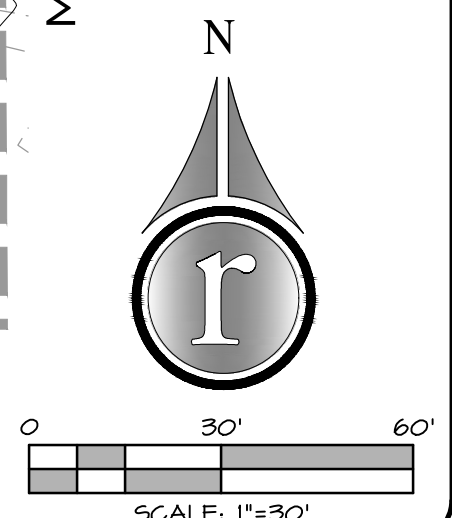


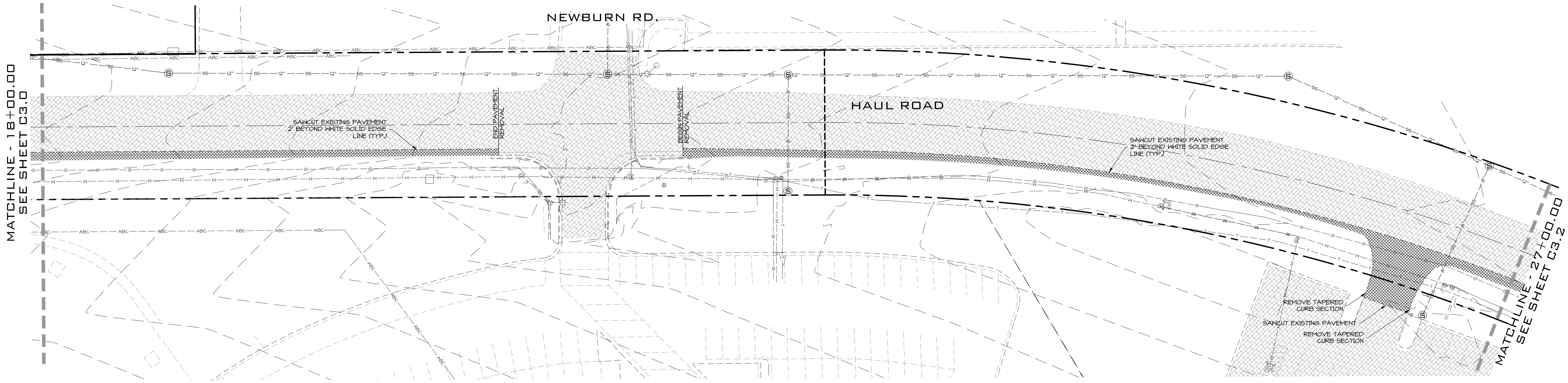
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SITE AND GRADING PLAN
FOR
HAUL ROAD SOUTH IMPROVEMENTS
PAGE, ARIZONA



SHEET
C3.0
3 OF 5 SHEETS



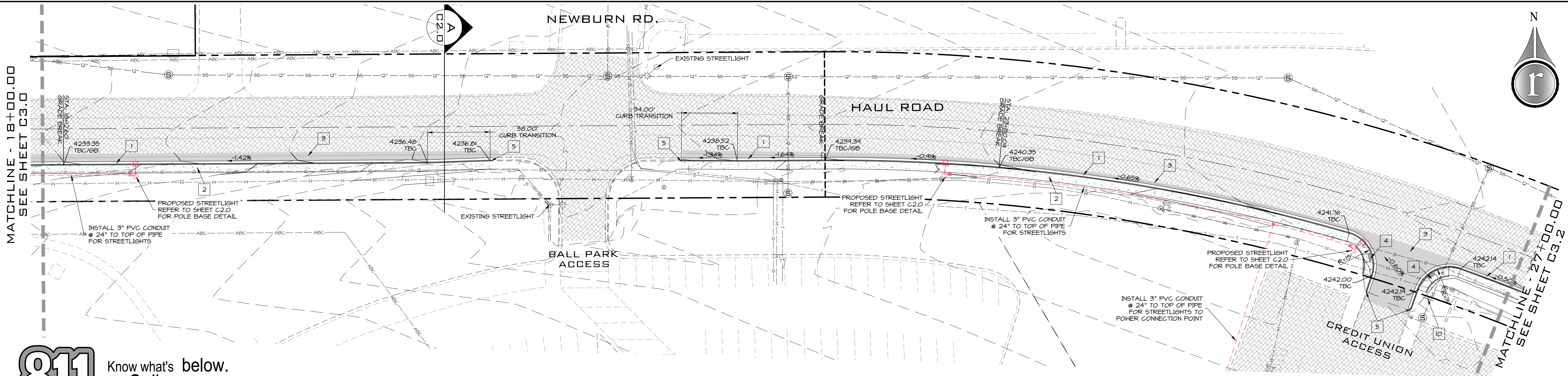


DEMOLITION PLAN

LEGEND			
	RIGHT-OF-WAY		EXISTING UNDERGROUND POWER
	RIGHT-OF-WAY/ROAD EASEMENT		EXISTING SEWER MAIN
	EXISTING CURB & GUTTER		EXISTING GAS LINE
	PROPOSED CURB & GUTTER		PROPOSED SECONDARY POWER
	PROPOSED ASPHALT PAVEMENT		PROPOSED STREETLIGHT
	EXISTING ASPHALT PAVEMENT		EXISTING STREET LIGHT
	EXISTING ASPHALT PAVEMENT TO BE REMOVED		EXISTING WATER METER
	SIGN AS INDICATED ON PLANS		EXISTING WATER VALVE
	EXISTING WATER MAIN		EXISTING FIRE HYDRANT
			EXISTING SEWER MANHOLE

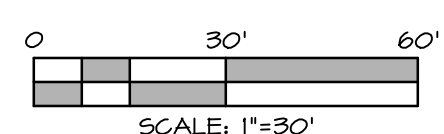
CONSTRUCTION NOTES

- 24" VERTICAL CURB AND GUTTER PER MAG. STD. DWG. #220-1 (TYPE A)
- CONCRETE SIDEWALK PER MAG. STD. DWG. #230 (5' WIDE)
- ASPHALT PAVEMENT PER DETAIL D/C2.0
- A.D.A. CURB RAMP PER MAG. STD. DWG. #236-5
- MATCH EXISTING CURB ALIGNMENT AND ELEVATION
- INSTALL CROSSWALK MARKINGS PER C.O.F. STANDARD DETAIL 16-06-10 (PAVEMENT MARKINGS SHALL BE METHYL METHACRYLATE).
- INSTALL 18" WHITE STOP BAR PER C.O.F. STANDARD DETAIL 16-06-10 PAVEMENT MARKINGS
- INSTALL 2'-6" WIDE SCUPPER PER M.A.S. STD. DWG. #203
- INSTALL VALLEY GUTTER PER M.A.S. STD. DWG. #240
- INSTALL 30" STOP SIGN PER MUTCD STANDARDS
- INSTALL PEDESTRIAN CROSSING WARNING SIGN (W-2) PER MUTCD.



SITE & GRADING PLAN

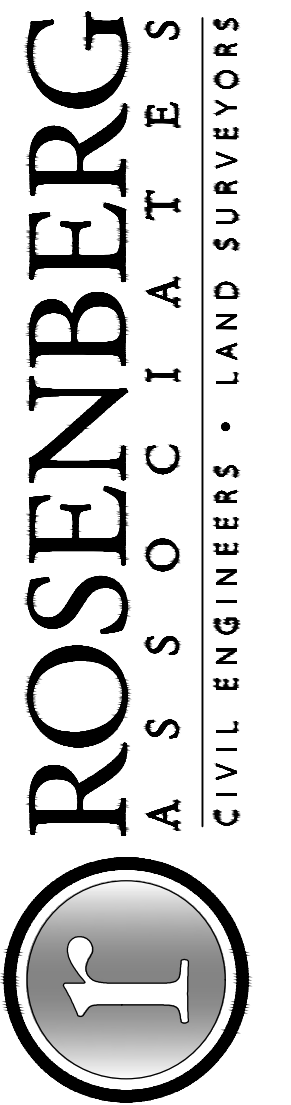
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES (HORIZ & VERT) PRIOR TO START OF CONSTRUCTION



Know what's below.
Call before you dig.

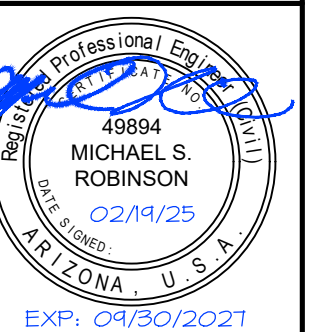
NOTICE: EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

DATE:	02/19/2025
JOB NO.:	12448-24-006
DESIGNED BY:	FMD
CHECKED BY:	MSR
DWG:	CONST DOCS
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8896, Fx (435) 673-8397
www.racivil.com

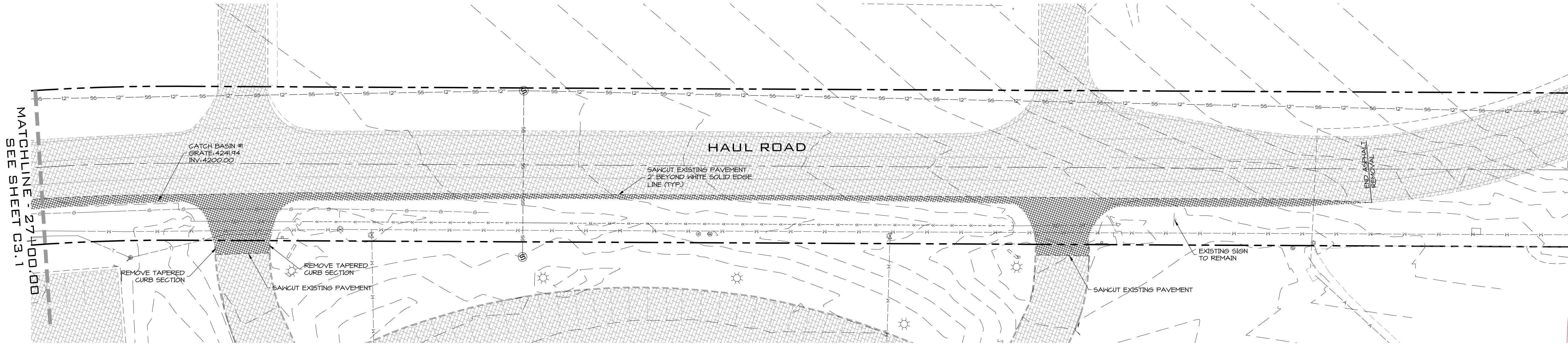
SITE AND GRADING PLAN
FOR
HAUL ROAD SOUTH IMPROVEMENTS
PAGE, ARIZONA



SHEET

C3.1

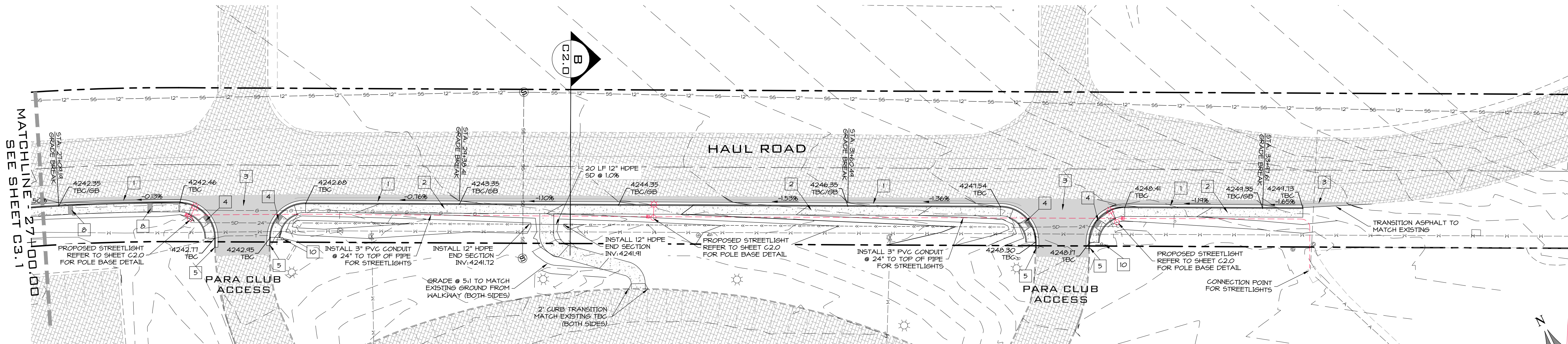
4 OF 5 SHEETS



DEMOLITION PLAN

LEGEND			
	RIGHT-OF-WAY		EXISTING UNDERGROUND POWER
	RIGHT-OF-WAY/ROAD EASEMENT		EXISTING SEWER MAIN
	EXISTING CURB & GUTTER		EXISTING GAS LINE
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	SIGN AS INDICATED ON PLANS		
	EXISTING WATER MAIN		

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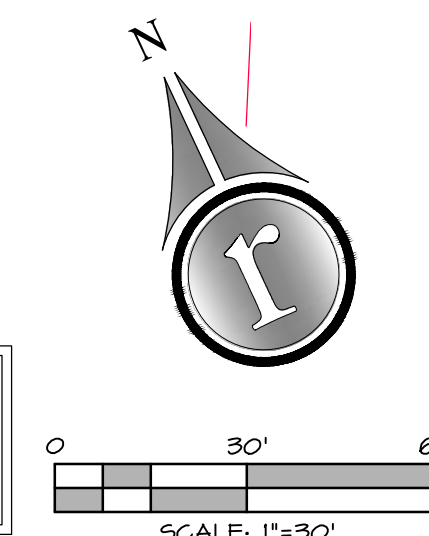


SITE & GRADING PLAN

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CONTRACTOR TO FIELD VERIFY ALL
EXISTING UTILITIES (HORIZ & VERT)
PRIOR TO START OF CONSTRUCTION



DATE: 02/19/2025
JOB NO.: 12448-24-006
DESIGNED BY: PMD
CHECKED BY: MSR
DWG: CONST DOCS

REVISIONS

ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8896, Fx (435) 673-8397
www.racivil.com

SITE AND GRADING PLAN
FOR
HAUL ROAD SOUTH IMPROVEMENTS
PAGE, ARIZONA

Professional Engineer
49894
MICHAEL S. ROBINSON
02/19/25
ARIZONA - U.S.A.
EXP: 04/30/2027

SHEET
C3.2
5 OF 5 SHEETS

NOTICE OF AWARD

PROJECT **HAUL RD IMPROVEMENTS**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR B4 ENTERPRISES
287 N. Westview Dr.
Cedar City, UT 84720

DATE August 13, 2025

The City of Page, having duly considered the bid submitted on June 18, 2025 for the City of Page **HAUL RD IMPROVEMENTS** as outlined in the CONTRACT DOCUMENTS, and it appearing that your BID for performing the work is fair, equitable, and in the City'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.



Kyle Christiansen
Director of Public Works
Airport Director

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

NOTICE OF AWARD

PROJECT **HAUL RD IMPROVEMENTS**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

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287 N. Westview Dr.
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Kyle Christiansen
Director of Public Works
Airport Director

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

CONTRACT

PROJECT **HAUL RD IMPROVEMENTS**

CITY CITY OF PAGE
697 VISTA AVENUE
PAGE, ARIZONA 86040

CONTRACTOR B4 ENTERPRISES
287 N. Westview Dr.
Cedar City, UT 84720

The following CONTRACT contains terms and conditions which CONTRACTOR must be prepared to accept upon receipt of a Notice of Award. If a Bidder requests modification to any of the terms and conditions contained in the CONTRACT, these must be identified specifically with Bid submission; otherwise by submitting a Bid, the Bidder indicates that it is willing to enter into the CONTRACT as written. Failure to identify contractual issues of dispute may be the basis for the CITY disqualifying a Bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated.

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and B4 Enterprises. (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the CITY and CONTRACTOR, as follows:

1. CONTRACT DOCUMENTS. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the Contract Documents:

A. Bid Documents to include the (1) Notice of Invitation for Bid; (2) Instructions to Bidders; (3) Bid Form; (4) Bid Schedules; (5) Contractor's Reference Page; (6) List of Subcontractors and Material Vendors; (7) Statement of Bidder Qualification; (8) Arizona Statutory Bid Bond, and (9) if applicable, all Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

B. Contract Agreement Documents to include the (1) Notice of Award; (2) Contract; (3) Arizona Statutory Payment Bond; (4) Arizona Statutory Performance Bond; and (5) Notice to Proceed.

C. General Conditions

D. Technical Specifications

E. Addenda to the Plans and Specifications, if any

F. Project Construction Plans

G. Uniform Standard Specifications for Public Works Construction, latest edition as administered by the Maricopa Association of Governments.

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. In the event any document conflicts or contradicts this instrument, this instrument shall control.

2. TIME. 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 November 28, 2025, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that completion of this project within the monetary and time constraints placed on the project is of utmost importance and CITY has considered and relied on CONTRACTOR's representations as to its quality of service commitment in entering into this CONTRACT. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure that the project is completed competently within budget and on time. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, CITY and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that CITY will suffer. Therefore, the Parties agree that in the event the CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified herein, liquidated damage shall be assessed in the amount of \$500.00 per day that the CONTRACT remains unfinished. This amount represents a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to CITY and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

Permitting CONTRACTOR to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by CITY of any rights under the Contract Documents, law or equity.

3. SUBSTANTIAL COMPLETION. When CONTRACTOR considers that the Work, phase or a portion thereof, which CITY agrees to accept separately, is substantially complete, CONTRACTOR shall prepare and submit to the CITY a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents.

Upon receipt of CONTRACTOR's Punch List, CITY will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the CITY discloses any item, whether or not included on CONTRACTOR's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that CITY can occupy or utilize the Work, phase or designated portion thereof for its intended use, CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by CITY. In such case, CONTRACTOR shall then submit a request for another inspection by CITY to determine Substantial Completion.

The CITY shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the CITY, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from CITY for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this CONTRACT have been fulfilled by CONTRACTOR and same shall have also been approved and accepted by CITY, subject only to the Punch List items.

4. FINAL ACCEPTANCE. Unless otherwise expressly agreed to in writing by CITY, Final Acceptance must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the CONTRACT.

Upon receipt of written notice that the Work is ready for final inspection and acceptance, CITY and CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not occur until all items of Work, including Punch List Items, have been completed to CITY's satisfaction as reflected in the written Final Acceptance.

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

CONTRACTOR shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-221. CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221(C). Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Retention will be in accordance with A.R.S. § 34-221(C).

Subject to all of CITY's rights to withhold or offset payment, and other rights under the CONTRACT, Final Payment including remaining retainage shall be paid only after:

- a. the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by CITY;
- b. necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings have been delivered to CITY;
- c. full and unconditional lien waivers and releases by CONTRACTOR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CONTRACTOR; and
- d. CONTRACTOR delivers to CITY a Contractor Payment Request Form requesting Final Payment.

In no event shall the total payment(s) paid to the CONTRACTOR under this CONTRACT exceed \$149,200.00.

Nothing in this CONTRACT shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law. CONTRACTOR shall make all payments, in the time required, of all labor and materials furnished to CONTRACTOR in the course of the Work and shall promptly furnish evidence of such payments as CITY may require. CONTRACTOR shall pay when due all claims arising out of performance of the Work covered by this CONTRACT for which a lien may be filed either against the real estate or leasehold interest of CITY, or against payments due from CITY to CONTRACTOR, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, CONTRACTOR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of CITY, against payment due from CITY to CONTRACTOR, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this CONTRACT, and CONTRACTOR agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) calendar days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, CONTRACTOR agrees to defend, indemnify, and hold harmless CITY from and against any and all such liens and claims. This paragraph does not apply to claims and liens of CONTRACTOR due to non-payment for Work performed.

6. SCOPE OF SERVICES. CONTRACTOR shall provide for CITY all labor, materials and equipment necessary to perform the Work provided for in the Contract Documents. All work shall be done in a skillful and workmanlike manner per specifications called for in the Contract Documents.

7. 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).

8. 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; failure to do so may, at the sole discretion of 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 CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services. The City shall be named as an additional insured.

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 coverage, 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 CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:

Limits: Combined single Limit Bodily Injury/Property damage- not less than \$1,000,000.

Automobile Liability:

Limits: Bodily Injury- \$250,000 each person
\$500,000 each occurrence

Property Damage- \$100,000 each occurrence

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.

9. INDEMNIFICATION. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and each council member, officer, employee or agent thereof (the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to,

reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this CONTRACT.

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

10. 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 CITY has elected to contract out the work rather than 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 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 CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

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

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

13. 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.

14. 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, 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 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 CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to

CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

15. TERMINATION FOR CONVENIENCE. 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. If this CONTRACT is terminated by 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.

16. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated without penalty to the CITY, if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

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

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

No failure of the CITY during the progress of the work to discover or reject materials or work not in accordance with this CONTRACT shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the CONTRACT.

19. CHOICE OF LAW/VENUE. The CONTRACT and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the CONTRACT or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

20. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.

21. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material

breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of CONTRACTOR or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

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 of Page

697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

Contractor:

B4 ENTERPRISES
287 N. Westview Dr.
Cedar City, UT 84720

24. A.R.S. § 35-393. Pursuant to A.R.S. § 35-393 et seq., CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this CONTRACT not to engage in, a boycott of Israel.

25. NO THIRD-PARTY BENEFICIARIES. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than CITY and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and CONTRACTOR and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

26. SEVERABILITY. If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

27. Pursuant to A.R.S. §35-394, CONTRACTOR certifies that it does not currently, and agrees for the duration of the CONTRACT that it will not, use:

- A. The forced labor of ethnic Uyghurs in the People's Republic of China.
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If CONTRACTOR becomes aware during the term of the CONTRACT that it is not in compliance with the written certification, CONTRACTOR shall notify the CITY within five business days after becoming aware of the noncompliance. If CONTRACTOR does not provide the CITY with a written certification that CONTRACTOR has remedied the noncompliance within one hundred eighty days after notifying the CITY of the noncompliance, the CONTRACT terminates.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

City of Page

An Arizona municipal corporation

By: _____

Date: _____

Attested By:

Cindy Scott, City Clerk

Contractor:

B4 ENTERPRISES

By: _____

Date: _____

Approved as to Form:

City Attorney

ARIZONA STATUTORY PAYMENT BOND

PROJECT **HAUL RD IMPROVEMENTS**

CITY **CITY OF PAGE**
 697 VISTA AVENUE
 PAGE, ARIZONA 86040

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 \$ _____, 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
____ day of _____, 2025, for the work titled above, 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)

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

By _____ (Principal)

By _____ (Surety)

NOTICE TO PROCEED

PROJECT **HAUL RD IMPROVEMENTS**

CITY **CITY OF PAGE**
 697 VISTA AVENUE
 PAGE, ARIZONA 86040

CONTRACTOR B4 ENTERPRISES
 287 N. Westview Dr.
 Cedar City, UT 84720

DATE _____

You are hereby authorized to proceed with work effective _____, 2025 and fully complete all work for this Project on November 28, 2025. Liquidated damages of \$ Five Hundred Dollars (\$500.00) per day are applicable for each day past November 30, 2025 , for which work on this Project is not complete, unless otherwise provided.

Kyle Christiansen
Director of public works

RECEIVED AND ACCEPTED BY CONTRACTOR:

By _____
Name _____
Date _____

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Attorney**Meeting Date:** August 13, 2025**Presented by:**

Josh Smith, City Attorney

Brief Title: Phillips 66 Environmental Access Agreement**Agenda Section:** New Business**Action:** Motion**Agenda Sub-category:** Agreement/Contract**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the Environmental Access Agreement with Phillips 66.

Background:

This agreement is similar to the one approved at the last meeting except that this agreement would grant Phillips 66 permission to install and maintain a monitoring well in our parking lot at City Hall. The exact location is depicted in the exhibits to the agreement. The wells in the other agreement are located in our rights of way. The disruption to any city activities or parking access would be very minimal.

Alternatives Considered:

None

Advisory Board/Commission Action:

None

Fiscal Impact:**Fiscal Year:** 25-26**Amount Requested:****Line Item(s):**

Budget Impact: \$3k revenue

Notes:**Attachments:**

1. P66 Environmental Access Agreement (MW-33) - 697 Vista Ave Page AZ

ENVIRONMENTAL ACCESS AGREEMENT

This Environmental Access Agreement (“Access Agreement”) is entered into and becomes effective on August __, 2025 (“Effective Date”), by and between the City of Page, an Arizona municipal corporation (“Licensor”) and Phillips 66 Company (“Licensee”). Licensor and Licensee are referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

- A. **WHEREAS**, the Parties previously entered into a License Agreement dated June 27, 2016 (“Agreement”), granting Licensee access to the Property for purposes of the Work as defined under Recital B of the Agreement; and
- B. **WHEREAS**, Licensee subsequently extended the Agreement under a License Agreement Extension Notification dated April 21, 2021, in accordance with Section 1 of the Agreement; and
- C. **WHEREAS**, the Parties agree that this Access Agreement shall supersede and, except as to the terms described in Recital D below, hereby terminates the June 27, 2016, License Agreement and the April 21, 2021 License Agreement Extension Notification.
- D. **WHEREAS**, the Parties agree that Licensee shall have continued access for a period of five (5) years from the Effective Date from this Access Agreement to the real property located at 697 Vista Avenue, Page, Arizona (the “Historical Property”) for the purpose of monitoring, sampling, maintenance, and the decommissioning and abandonment of one (1) soil vapor monitoring well, VB-1, as shown on Exhibit A (the “Historical Work”).
- E. **WHEREAS**, Licensee, as required by the Arizona Department of Environmental Quality (“ADEQ”), installed the soil vapor well and will decommission/abandon the soil vapor well within six (6) months after the soil vapor well is no longer needed for remediation or after ADEQ issues case closure, whichever first occurs.
- F. **WHEREAS**, Licensee requires access to the real property of Licensor located at 697 Vista Avenue, Page, Arizona, and further identified by the Coconino County Assessor as Parcel No. 800-06-009A, Page, Arizona (the “Property,” collectively with the “Historical Property” hereinafter referred to as the “Property”), for the purpose of installing one (1) monitoring well, MW-33, and conducting periodic monitoring, sampling, maintenance, and the decommissioning and abandonment of said well in accordance with all local, state and federal rules and regulations (the “Additional Work”). The location of the Grantee’s proposed well is depicted on the map attached and labeled “Exhibit B.”
- G. **WHEREAS**, The Parties desire to state the terms upon which Licensee and its contractors may enter upon and use the Property.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Recitals. The Recitals and Exhibits are incorporated into and made a material part of this Access Agreement.
2. Warranty of Ownership. Licensors is the only owner of, and holds equitable and legal title to, and has possession of the Property. Licensors has the authority to enter into this Access Agreement.
3. Grant of Right of Access. Licensors grants to Licensee and its contractors the right to enter on, use, and occupy the Property for the purpose of conducting the Historical Work and the Additional Work and for no other purpose whatsoever. This Access Agreement is intended and shall be construed as a license; not an easement. The Parties agree that this Access Agreement does not create any partnership, joint venture, business enterprise, agency, or similar relationship between Licensee and Licensors. If access to the Property is restricted, Licensors will have any entry gate or door opened at Licensee's request. Licensee shall bear the cost of the Historical Work and the Additional Work.
4. Compensation. In consideration for this grant of access, Licensee shall pay to Licensors Three Thousand Dollars (\$3,000) within thirty (30) calendar days of the Effective Date of this Access Agreement.
5. Grant of Right to Sample Licensee Well. Licensee grants to Licensors the right to access and sample all wells and/or soil vapor wells installed as part of the Historical Work and/or the Additional Work. Licensors shall use reasonable efforts to give Licensee at least two (2) weeks prior notice of the sampling event. Licensors shall ensure that all sampling events are conducted in compliance with all applicable federal, state, and local laws, rules, and regulations.
6. Collection of Split Samples. Both Parties shall be given the opportunity to collect split samples during the other Party's sampling event of all wells and/or soil vapor wells installed as part of the Historical Work and/or the Additional Work. Should either Party choose to collect split samples, such Party shall bring its own sample bottles and shall be responsible for sample preservation, chain of custody, transport of the samples to a laboratory for analysis, and all associated analysis costs.
7. Duty of Care. The Parties may use the Property to an extent not inconsistent with this Access Agreement. Licensee shall use reasonable efforts not to hinder or interfere with any activity conducted on the Property by Licensors. Licensee shall not damage or tamper with any equipment, utilities, or other things located on the Property without Licensors's prior consent.

8. Notice of Activities. Licensee shall give Licensor at least two (2) weeks prior notice of the Historical Work and/or the Additional Work it intends to conduct on the Property. Licensee shall ensure that all Historical Work and/or Additional Work is conducted in compliance with all applicable federal, state, and local laws, rules, and regulations.
9. Notices Required Under This Access Agreement. Any notice provided for herein or otherwise required to be given hereunder if given by telephone shall be deemed effective at the time the telephone call is received, or if given in writing, when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine, with transmission and receipt confirmed, or by nationally recognized overnight delivery service, addressed as follows:

To Licensor:	City Attorney P.O. Box 1180 Page, Arizona 86040 Attention: City Attorney Telephone: 928.645.8861 Facsimile: 928.645.4250 Email: jsmith@pageaz.gov
To Licensee:	Phillips 66 Company Real Estate Services Manager 2331 City West Boulevard Houston, Texas 77042
With copies to:	Phillips 66 Company 18781 El Camino Real Atascadero, CA 93422 Attention: Tracey R. Brown Telephone: 805.541.8910 Email: Tracey.R.Brown@p66.com
And:	Phillips 66 Company 1660 West Anaheim Street Wilmington, California 90744 Attention: Atir Chak Phone: 949.702.8503 Email: Atir.Chak@p66.com

Wherever used in this Access Agreement, “days” means calendar days, excluding Saturdays, Sundays, and legal holidays.

If either Party changes its telephone number or mailing address for purposes of notice under this Access Agreement, written notice of the change shall be promptly given to the other Party.

10. Reports. A Party who collects samples and conducts analysis pursuant to this Access Agreement agrees to promptly provide the other Party, free of charge, a copy of the final groundwater monitoring report.
11. Insurance. While this Access Agreement is in effect, Licensee shall maintain insurance.

Licensee, at its own expense, shall purchase and maintain the herein stipulated 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 Access Agreement are satisfactorily completed; failure to do so may, at the sole discretion of Licensor, constitute a material breach of this Access Agreement.

To the extent of the risks, liabilities and indemnification obligations assumed by Licensee in the Agreement, Licensee's insurance shall be primary insurance in regard to the Licensor, and any insurance or self-insurance maintained by Licensor shall not contribute to it. To the extent of the risks, liabilities, and indemnification obligations assumed by Licensee in the Agreement, the insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against Licensor, its agents, officers, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or services. To the extent of the risks, liabilities, and indemnification obligations assumed by Licensee in the Agreement, Licensor shall be named as an additional insured.

Prior to commencing work or services under this Access Agreement, Licensee shall furnish the Licensor with Certificates of insurance, or formal endorsements as required by this Access Agreement, issued by Licensee's insurer(s), as evidence that policies providing the required coverage, 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 Access Agreement, a renewal certificate must be sent to Licensor five days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to Licensor.

The Licensee shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:

Limits: Combined single Limit Bodily Injury/Property damage of \$5,000,000.

Automobile Liability:

Combined Single Limit Per Accident for Bodily Injury and Property Damage - of \$5,000,000.

Workers' Compensation:

The Licensee shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Licensee's employees engaged in the performance of the work or services; and, Employer's Liability insurance of \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

12. Indemnity. Licensee agrees that it will indemnify and hold Licensors harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, Property damage, civil penalties or fines to the extent proximately caused in whole or in part by the negligent acts or omissions of Licensee or its authorized contractors and employees in conducting the Historical Work and/or the Additional Work. However, this indemnity and hold harmless obligation shall not apply to any such claims, demands, actions, suits, judgments, losses, damages, costs, or expenses to the extent caused by the negligence or willful misconduct of Licensors. This indemnity is expressly conditioned on the following:
 - (a) In the event Licensors shall identify any matter to which this indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within forty-five (45) days of said notice or claim, notify Licensee in writing of such matter.
 - (b) Licensors shall cooperate with Licensee by allowing Licensee, its agents, representatives, contractors and consultants prompt and ready access to the Property for the purpose of investigating any matter to which this indemnity may apply. Licensors shall provide Licensee with copies of all investigative reports, data, or other information in any form which Licensors, its consultants or attorneys may have pertaining to any such matter, upon request of Licensee.

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

13. Permits. Licensee shall obtain any permit and pay any fee that is required to conduct any Historical Work and/or Additional Work under this Access Agreement.
14. Well and Soil Vapor Well Abandonment and Restoration of the Property. Licensee at its own cost shall promptly repair any material damage it causes to the Property related to any Historical Work and/or Additional Work. Within no more than fifteen (15) calendar days of receiving written notice sent by Licensor that maintenance and/or repairs are required at a well or soil vapor well location, Licensee will conduct such maintenance and/or repairs at its own cost. Within five (5) calendar days of completing the maintenance and/or repairs, Licensee will provide Licensor with documentation of said maintenance and/or repairs being completed. Should Licensee fail or refuse to conduct the maintenance and/or repairs as required herein, Licensor, at its discretion, may conduct the maintenance and/or repairs. Within fifteen (15) calendar days of receipt of an invoice from Licensor, Licensee shall fully reimburse Licensor for all costs and fees incurred in conducting the maintenance and/or repairs.

Licensee may abandon any well and/or soil vapor well it installed or installs on the Property, which shall be restored to a substantially similar condition as is reasonably practicable. Each well and/or soil vapor well will be decommissioned/abandoned within six (6) months after the well and/or soil vapor well is no longer needed for remediation or after ADEQ issues case closure, whichever first occurs. However, prior to abandonment of any well and/or soil vapor well, Licensor will be given thirty (30) days' notice with an option to enter into Licensee's standard form of Well Ownership Transfer and Responsibility Agreement ("Well Transfer Agreement") for purposes of taking ownership of the well and/or soil vapor well. If Licensor does not notify Licensee of its intent to take ownership of the well and/or soil vapor well within thirty (30) days, then such abandonment shall be conducted by Licensee in accordance with ADWR and/or ADEQ rules for well abandonment and any and all other local, state or federal rules and regulations.

For Arizona Department of Water Resources registered wells located outside of an easement, such abandonment shall be conducted by the Licensee in accordance with applicable local, state, and federal rules and regulations and the Arizona Department of Water Resource's rules for well abandonment by "removal;" but, at the discretion of Licensor, at a minimum Licensee will remove the well casing, pipes and ancillary equipment installed within the top 20 feet from ground surface. Upon abandonment, for all wells and underground pipes permitted by Licensor to remain on the Property, such wells and underground pipes shall be in a condition that does not interfere with pedestrian or vehicular traffic on the Property.

15. Well Abandonment At Termination of the Agreement. Thirty days prior to the termination of the Access Agreement, Licensee will offer ownership of any remaining wells and/or soil vapor wells on the Property to the Licensors. If Licensors do not accept ownership within the thirty days, Licensee will abandon said wells and/or soil vapor wells pursuant to paragraph 14 above.
16. Transfer of Well to Licensors. Should Licensors request to take ownership of well(s) pursuant to Paragraphs 14 and 15 above, as consideration for Licensors' grant of access under this Access Agreement, Licensee agrees to identify and transfer legal ownership to Licensors of well(s). Legal ownership of the well(s) shall be transferred to Licensors by Licensee's Well Transfer Agreement that may be recorded by Licensors in the county where the Property is located. Licensee shall transfer ownership of the identified well(s) to Licensors pursuant to the terms of the Well Transfer Agreement. Ownership of the well(s) shall not be transferred to Licensors unless and until Licensee determines that the well(s) is (are) no longer needed for the Historical Work and/or the Additional Work as described herein.
17. No Admission of Liability. By entering into this Access Agreement, Licensors do not admit any liability for any contamination on the Property or in the groundwater thereunder.
18. Cancellation. This Access Agreement may be canceled pursuant to A.R.S. § 38-511.
19. Compliance with Government Requirements. Licensee warrants compliance with all applicable Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401, incorporated herein by reference, including the E-verify program. A breach of this provision shall be deemed a material breach of the Access Agreement and is subject to penalties up to and including termination of the Access Agreement. Licensors retain the legal right to inspect the papers of Licensee or any subcontractor employee who works under the Access Agreement to ensure compliance with this provision.
20. Licensee Certification. Pursuant to A.R.S. §35-394, incorporated herein by reference, Licensee certifies that it does not currently, and agrees for the duration of the Access Agreement that it will not, use:
 - (a) The forced labor of ethnic Uyghurs in the People's Republic of China.
 - (b) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - (c) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Licensee becomes aware during the term of the Access Agreement that it is not in compliance with the written certification, Licensee shall notify Licensors within five business days after becoming aware of the noncompliance. If Licensee does not provide Licensors with a written certification that Licensee has remedied the noncompliance within one hundred eighty days after notifying the Licensors of the noncompliance, the Access Agreement terminates.

21. Default. If either Party defaults under this Access Agreement and the default continues for more than twenty (20) days after the effective date of written notice stating the specific nature of the default, then the other Party may treat the default as a material breach of this Access Agreement and may exercise any remedy available to it under any local, state and federal law, rule, and regulation. Notwithstanding the foregoing, if Licensee determines that its default should not or cannot be cured within the twenty-day notice period, then the default shall be deemed cured if Licensee commences efforts to cure the default within the twenty-day notice period.
22. Dispute Resolution. To the extent required by A.R.S. § 12-1518(B), the Parties shall resolve any breach or dispute arising out of this Access Agreement by arbitration. Proper venue for any civil action, proceeding, or arbitration arising out of this Access Agreement shall be Coconino County, Arizona.
23. Governing Law. This Access Agreement shall be interpreted and enforced according to the laws of the State of Arizona.
24. Entire Agreement. This Access Agreement expresses the entire agreement of the Parties. No modification of this Access Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties.
25. Successors and Assigns. This Access Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives.
26. Reservation of Rights. Notwithstanding any provision of this Access Agreement, Licensors retain all access rights and all other rights and remedies provided under any applicable law, statute, rule, and regulation.
27. Possession of Original. Licensors shall retain possession of the fully executed original of this Access Agreement and all modifications of this Access Agreement, and Licensee shall receive accurate copies.
28. Effective Date. This Access Agreement is effective on the date stated in the first paragraph of this Access Agreement.

29. Term and Termination. This Access Agreement shall continue for a period of five (5) years from the Effective Date. Thereafter, Licensee may elect to renew this Access Agreement for up to two (2) additional years upon written request to Licensor no less than thirty (30) days before expiration. Any further requests for extension requires the prior written consent of Licensor and a written amendment to this Access Agreement.
30. Miscellaneous. The Parties agree that neither is relying on any promise, agreement, or representation made by the other Party except as stated in this Access Agreement.
31. Counterparts. This Access Agreement may be signed in counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. The Parties hereto agree that an electronic copy of the signature of the person executing this Access Agreement on behalf of each Party (including but not limited to signatures contained in PDF files) may be used for any and all purposes, with the same force and effect as an original of any such signature.

[SIGNATURE PAGE FOLLOWS]

CITY OF PAGE,
An Arizona municipal corporation, Licensors

PHILLIP 66 COMPANY,
A Delaware corporation, Licensee

By: _____
Steven Kidman
Mayor

By: Tracey R. Brown
Tracey R. Brown
Attorney-in-Fact

Date: _____

Date: 7/31/2025

APPROVED AS TO FORM:

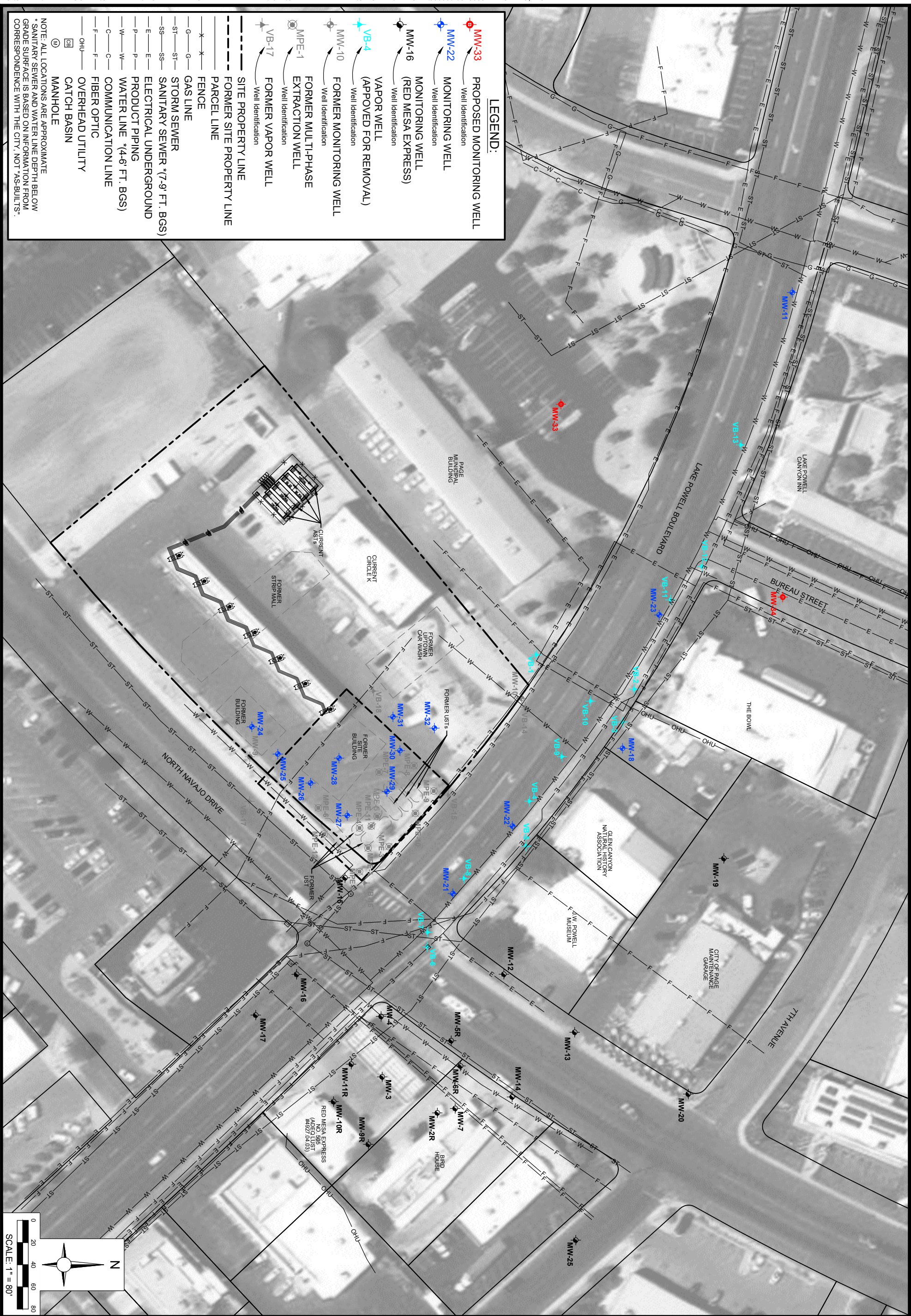
By: _____
Joshua Smith
City Attorney

Date: _____

ATTEST

By: _____
Cindy Scott
City Clerk

Date: _____



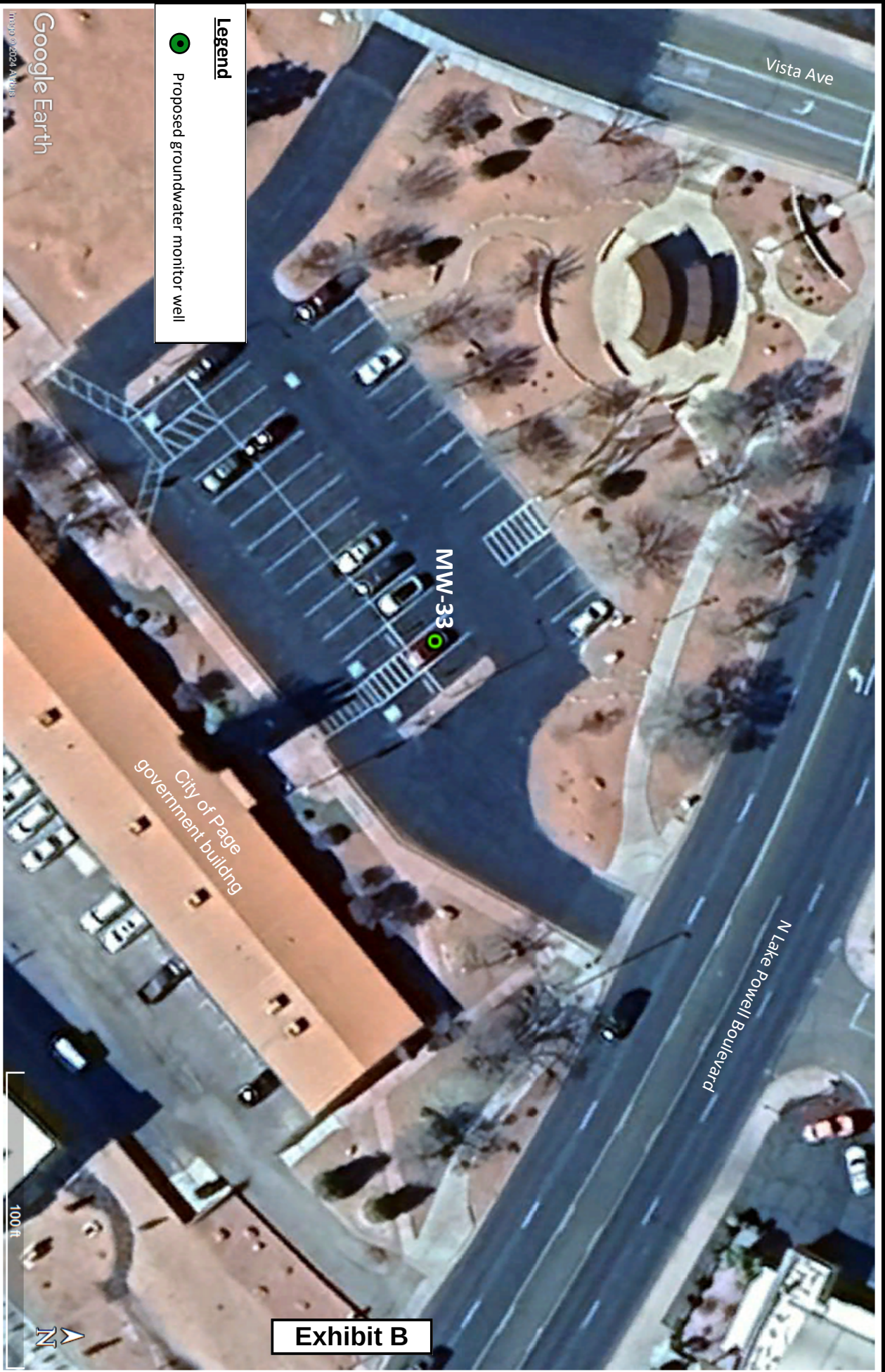


Exhibit B

Legend

- Proposed groundwater monitor well

Google Earth

Image © 2024 Airphoto

Proposed Well Location: MW-33

Circle K Store No. 0583

3 North Lake Powell Boulevard

Page, Arizona 86040

Project Number:

1052058312

Drawn By:

M. Railsback

Figure

1



9185 South Farmer Avenue, Suite 111

Tempe, Arizona 85284

Phone: +1 480 894 2056

Fax: +1 480 894 2497

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Attorney**Meeting Date:** August 13, 2025**Presented by:**

Josh Smith, City Attorney

Brief Title: Resolution 1337-25: Sick and FMLA Leave Personnel Policy Updates**Agenda Section:** New Business**Action:** Resolution**Agenda Sub-category:** Resolution**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Clerk to introduce Resolution 1337-25. Move to adopt Resolution 1337-25.

Background:

Staff has provided recommended updates to the personnel policies to conform to Arizona law regarding sick leave and to clarify the application of FMLA in specific circumstances as set forth in the Resolution.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact: N/A

Notes:**Attachments:**

1. Personnel Policy Update Aug 2025 Sick and FMLA Leave
2. RESOLUTION NO.1337-25-policy update sick and FMLA leave

PERSONNEL RULES

The Personnel Rules are updated regularly to reflect existing practices, changes required by new state and federal law, and requests of staff and employees. Sections may be updated, deleted or inserted upon action of the City Council.

PERSONNEL SYSTEM RULES OF THE CITY OF PAGE

The City Council is authorized and directed under the provisions of Resolution No. 74 to adopt rules and regulations for the administration of the City of Page personnel system. The rules are designed to facilitate efficient and economical services to the public and to provide a fair and equitable system of personnel management.

The rules set forth procedures designed to ensure equitable treatment for those who compete for employment and promotion and to define the obligations, rights, privileges, benefits, and prohibitions which are placed upon all employees of the City. The City Manager is charged with ensuring that these rules are applied to all persons equally.

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STATEMENT OF PRINCIPLES

In every administrative organization, it is necessary and desirable to set forth basic rules and regulations dealing with the rights, duties, and obligations of employees of the organization with regard to terms and conditions of employment. This need arises from considerations of fairness and equity and the basic concept that all employees should understand those things expected of them and the standards by which conduct and performance will be measured. The following principles support the rules and regulations set forth in the following pages.

1. Government is a trust created by the people for their benefit. Those who serve in government are charged with the responsibility to be worthy of the trust of the public; and all their actions, both public and private, must be directed toward advancement of the public interest.
2. Because government is a trust and stands or falls on the faith and confidence of the people, all who serve in government must strive in their every action to deserve the confidence of the people. Public employees are expected to manifest high standards of business-like behavior during working hours and of personal honesty and integrity at all times.

Because government is a trust and represents the ideals and highest standards of the people, it is expected that all officers of the City will manifest high standards of fairness and equity in all dealings with employees and the public, and that the rules and regulations which follow will be interpreted and applied in a spirit of fairness with the aim of rendering the highest possible service to the community.

3. We who serve the City recognize and acknowledge a commitment of loyalty to the ideals of public service and pledge ourselves to act always in the best interest of the City and the people of Page. The City Council of the City of Page recognizes that a personnel system based on performance and fairness, which will attract and retain competent and dependable City officers and employees, is indispensable to efficient and effective City government. The Council has, accordingly, ordered the creation of the personnel system set forth in the following rules and regulations.
4. The rules set forth in this document are an overview and summary of the policies of the City of Page which are presently in effect. All of the rules and procedures in this handbook are intended as guidelines for human resource relations between the City of Page and its employees. Changes or deletions may occur, without prior notice, at the discretion of the City Council. As rules and benefits are revised or added, changes will be communicated to employees. These rules and procedures are not intended to be a contract of employment nor a guarantee to any employee of continued employment for any specified length of time. Unless provided otherwise by law, employment with the City of Page is "at will" and is therefore subject to the continuing needs of the City services and annual appropriations sufficient to fund established positions. Management reserves the right to interpret and administer the rules and procedures in this handbook. As with any guidelines, exceptions if appropriate may be made at management's discretion with the approval of the City Manager for individual situations.
5. These policies and procedures will be interpreted broadly on the basis of a reasonable approach to specific problems and situations.

ARTICLE 1 - DEFINITION OF TERMS

The following terms, whenever used in these rules, shall be defined as follows:

ACTION: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, termination, or other action affecting the status of employment.

ADVANCEMENT: Advancement is moving higher within a salary range as a result of outstanding achievement, completion of applicable training, certifications and goals.

ALLOCATION: The assignment of a single position to its proper range in accordance with the duties performed and the authority and responsibilities exercised.

APPOINTED OFFICERS: Officers or employees appointed by the City Council. Examples of appointed officers are: City Manager, City Attorney, City Clerk and Magistrate.

ASSISTANT MAGISTRATE: Individuals appointed by City Council to assume responsibility of the Magistrate Court in the absence of the Magistrate. Assistant Magistrates are appointed for a specific term and do not qualify for City of Page benefits except sick leave.

BONUSES: A pay increase for a fixed amount of time without changing the base pay for that job.

CLASSIFICATION OF EMPLOYEES: Employees shall be classified as regular full-time, regular part-time, temporary, seasonal, appointed, or reserve.

COMPENSATORY TIME: Compensatory time is the time worked by non-exempt employees in excess of the scheduled work week or the scheduled work period. (Work period is established by the Fair Labor Standards Act 7(k) exemption for applicable personnel.) In lieu of overtime pay the employee schedules time off work. Compensatory time is compensated at the same rate as overtime pay.

CONFLICT OF INTEREST: A direct or indirect interest that conflicts substantially with an employee's official duties and responsibilities.

DEPARTMENT HEAD: Any regular full-time employee, exempt or non-exempt, that heads a department within the City of Page. Department Heads are bound by the policies and procedures set forth in the Personnel Rules and any stand-alone policies that pertain to the general employee population.

DEMOTION: The movement of an employee from one position to another having a lower range of pay.

DESIGNEE: Staff member designated by the City Manager to represent him/her in City matters.

ELIGIBILITY LIST: A list identifying candidates for a particular job description.

EVALUATION: An evaluation is a written and oral review of an employee's work performance completed by a supervisor on an annual basis. The evaluation measures job knowledge, quantity and quality of work, achievements, completion of applicable training, certifications received, goals met previously set by the employee and the supervisor, and other work-related criteria. All evaluations are to be signed by the employee, supervisor, and the department head.

EXEMPT: An employee exempt from overtime pay or compensatory time based on the Fair Labor Standards Act.

FAVORITISM: Showing unjustified preferential treatment of some to the neglect of others. The

manifestation of partiality.

GRIEVANCE: A grievance is a claim by an employee that there has been a specific violation, misapplication, or misinterpretation of the terms of this Personnel Rules Manual.

HUMAN RESOURCES DIRECTOR/MANAGER: The City Manager or designee who administers the comprehensive personnel program.

NON-EXEMPT: An employee who receives overtime pay or compensatory time for hours worked over specified work schedule as stated in the Fair Labor Standards Act.

ON-CALL: Means being available for City service for a designated period of time outside of regularly scheduled work hours.

OVERTIME: Overtime is the time worked by non-exempt employees in excess of the scheduled work week or the scheduled work period. (Work period is established by the Fair Labor Standards Act 7(k) exemption for applicable personnel.) Compensation may be made in overtime pay or compensatory time in lieu of pay. (See Section 4.7.)

PAY RANGE: The wage schedule upon which each position is placed.

PROBATIONARY EMPLOYEE: Any employee serving a probationary period. See Article 7. A probationary employee cannot file a grievance.

PROBATIONARY PERIOD: A trial period during which a new employee is required to demonstrate fitness for the position to which appointed by actual performance of the duties of the position. This period also serves to assess the employee's conduct on the job and to determine if the employee should be retained beyond the probationary period and attain non-probationary status.

PROMOTION: The movement of an employee from one position to another at a higher pay range on the pay plan.

REASSIGNMENT: When an employee's job responsibilities are changed due to organizational needs or budgetary constraints.

RECLASSIFICATION: The movement of an employee from one pay range to another, having a higher or lower maximum rate of pay. The change of pay range shall be based on significant changes in duties, and/or job description within the position or a market adjustment based on a wage survey.

REGULAR PART-TIME EMPLOYEE: An employee who fills a position which may not require a regular schedule or a full-time work week on a regular basis. Regular part-time employees generally work less than 32 hours per week. A regular part-time employee must be appointed as a regular part-time employee by the City Manager.

REGULAR FULL-TIME EMPLOYEE: An employee who regularly works at least 32 hours per week on a year-round basis, who has successfully completed the probationary period, and who has been appointed a full-time employee by the City Manager.

RESERVE EMPLOYEE - FIRE DEPARTMENT: An employee appointed by the City Manager to the Fire Department for the purposes of Emergency Services, Fire Suppression, and Fire Prevention. Such reserve employees shall be entitled to and enrolled in a Fire Reserve Pension Plan unless they work for at least 20 hours in 20 weeks (not necessarily consecutive) in which case the reserve employee will be enrolled in the Arizona State Retirement System. Reserves must sign up for a minimum number of shifts and attend Fire

Department drills as stated in the job descriptions.

SEASONAL EMPLOYEE: A classification of temporary employees who may work up to 40 hours per week but not on a year-round basis. Seasonal employees do not accrue benefits with the exception of guidelines set forth in Section 6.1.

SUPERVISOR: A person who is responsible for directing the work of others.

SUSPENSION WITH PAY: The temporary relief from duty of an employee during a period of inquiry into actions of the employee or a situation in which the employee was involved.

SUSPENSION WITHOUT PAY: The temporary separation from the service of an employee without pay for disciplinary purposes.

TEMPORARY EMPLOYEE: An employee who is hired on in a as needed basis to fill in for absent employees or to assist on special projects or similar circumstances. Temporary employees do not accrue benefits unless provided for in Section 6.1.

TERMINATION: The termination of an employee from City employment by the City Manager.

TRAINING PERIOD: A period of time for training an existing employee that is transferred or promoted to another position. The training period gives the opportunity to evaluate the employee's progress in the position. In the event the training is not successful, and the employee is relieved of the position, the City does not guarantee the return to the previous position and the end result may be termination.

TRAINING PERIOD EMPLOYEE: An existing employee serving a trial period when transferred or promoted to a new position.

TRANSFER: The change of an employee from one position to another usually without change in pay.

WORK HOURS: The payroll work week shall begin at 12:00 A.M. on Saturday and end on Friday at midnight. The City Manager may implement and assign a 4/10 work week schedule to designated departments and/or individual employees. Employees scheduled for a 4/10 work week shall not normally exceed ten (10) hours per work day unless 7k exempt (see Section 1.39). Employees scheduled for a 5/8 work week shall not normally exceed eight (8) hours per work day unless 7K exempt. The regular work week shall not exceed forty (40) hours unless 7k exempt. Working hours will be determined by the needs of the City.

7 (K) EXEMPTION: Partial exemption for overtime for Fire Department or law enforcement personnel as provided in 29 U.S.C. §207 (k).

ARTICLE 2 - GENERAL PROVISIONS

SECTION 2.1 EQUAL OPPORTUNITY POLICY

No City employee shall discriminate against any applicant on the basis of race, color, religion, sex, age, disability, marital status, citizenship or any other characteristic protected by law, who seeks employment with the City. No City employee shall discriminate against any fellow City employee with regard to hiring, removal, work assignment, or disciplinary action.

No question on any test, interview, or on any application form shall be framed as to attempt to elicit information concerning any characteristic protected by law. Such information may be gathered by the City Manager or designee as required by law for statistical purposes prior to employment.

SECTION 2.2 VIOLATION OF RULES

Violation of the provisions of these rules shall be grounds for disciplinary action including but not limited to that defined in Articles 10, 11 and 12.

SECTION 2.3 AMENDMENT AND REVISION OF RULES

Proposed amendments to and revisions of these rules may be suggested to Human Resources by any interested person.

SECTION 2.4 PERSONNEL PROGRAM

The personnel program shall be administered by the City Manager or designee who shall be responsible for administering the classification and compensation plan, benefit program, recruiting, testing, performance rating system, and related programs. The City Manager or designee shall be responsible for training, wage and salary administration, benefit and service award programs, and personnel research studies.

SECTION 2.5 EMPLOYEE PERSONNEL RECORDS

The City Manager or designee shall maintain a personnel file, to be known as the "Employee's Personnel File," for each employee.

Only current employees have the right to review their individual personnel file and to have copies of any materials contained therein. Current employees have the right to prepare and submit a rebuttal to any material in the file. Current employee's access to their personnel file shall be scheduled at the convenience of the employee and the City Manager or designee and shall be reviewed only in the presence of the Manager or designee and the employee.

SECTION 2.6 ACCESS TO PERSONNEL RECORDS

Personnel files shall be protected from access by persons other than the following:

1. City Manager or designee;
2. Human Resources Department;
3. City Attorney and Assistant City Attorney;
4. Department heads for employees of department;
5. Hiring department head considering the transfer of an employee applicant;
6. The employee.

Except as provided for above, personnel records and information are confidential and their disclosure, other than provided for in this policy, would be contrary to the best interests of the City and is unauthorized. Any unauthorized access, release, or use of personnel information shall constitute employee misconduct.

Accordingly, except as provided for in this policy, personnel records shall be treated as exempt from the Arizona Public Records Law.

The following information is generally available without prior authorization from the employee through the City Manager or designee:

1. Verification of data sufficient to insure proper identity of an employee;
2. Verification of current employment status.

Requests for kinds of information not included above may only be considered when accompanied by a signed authorization from the employee or as provided in Section 2.7.

Information Considered to Be Public Record

The following information is public record:

1. Name;
2. Titles or positions, including academic degree and honors received;
3. Department;
4. Work site telephone number;
5. Employment dates;
6. Salary or rate of pay;
7. E-mail address.

SECTION 2.7

WRITTEN REQUESTS FOR MATERIALS

Written requests for materials, subpoenaed or otherwise received in connection with some legal action or investigation, must be submitted in itemized form. Items not specifically identified will not be provided. When an investigator seeks information, only the material specifically identified and requested shall be disclosed, and the investigator's credentials shall be checked by the City Manager or designee. If there is any doubt concerning the validity of the credentials or appropriateness of the information requested, a written request for the material including verification of credentials can be required before disclosure. All such requests shall be directed to the City Manager or designee.

SECTION 2.8

POLITICAL ACTIVITY

In addition to any restrictions on political activities that may apply to the City of Page Employees by reason of any State statute or federally aided program subject to the Federal Election Campaign and Federal Political Activities Act, the following restrictions shall govern City of Page officers and employees.

An officer or employee shall not (1) use any political endorsement in connection with any appointment to a position in the service of the City of Page; (2) use or promise to use any official authority or influence for the purpose of influencing the vote or political action of any person or for any consideration.

An officer or employee of the City of Page shall not be a candidate for nomination or election to any paid political office; shall not hold any paid, elective public office; or shall not take any part in the management or affairs of any political party or in the management of any partisan or nonpartisan campaign or recall effort. In the event that an employee or officer of the City of Page seeks nomination or becomes a partisan candidate for any city, county, state, or national elective political office, he or she shall immediately request a leave of absence during the campaign, and, if elected to a City office, shall immediately resign from his or her position in the City service. The provisions of this Section shall not apply to elected officials running for reelection. Requests for exemptions from this requirement for local non-partisan office shall be filed with the City Manager.

An officer or employee of the City of Page may

1. Express his or her opinion.
2. Attend meetings for the purpose of becoming informed concerning the candidates for public office and the political issues.
3. Cast his or her vote and sign nomination or recall petitions.
4. Make contributions to candidates, political parties, campaign committees contributing to candidates or advocating the election or defeat of candidates.
5. Circulate candidate nomination petitions or recall petitions.
6. Engage in activities to advocate the election or defeat of any candidate.
7. Solicit or encourage contributions to be made directly to candidates or campaign committees contributing to candidates or advocating the election or defeat of candidates.

However, except for expressing his or her opinion, an employee shall not engage in any activity permitted by this Section while on duty, while in uniform, while using City funds or resources, or at City expense.

A person shall not solicit any officer or employee of the City of Page to engage or not engage in activities permitted by this section with the direct or indirect use of any threat, intimidation, or coercion including threats of discrimination, reprisal, force or any other adverse consequence including the loss of any benefit, reward, promotion, advancement or compensation. Any violation of this provision shall be reported immediately to the officer's or employee's supervisor.

A person shall not subject any officer or employee of the City of Page engaging, or choosing to not engage, in activity permitted by this Section to any direct or indirect discrimination, reprisal, force, coercion or intimidation or any other adverse consequence including the loss of any benefit, reward, promotion, advancement or compensation. Any violation of this provision shall be reported immediately to the officer's or employee's supervisor.

Nothing contained in this Section shall be construed as denying any officer or employee of the City of Page his or her civil or political liberties as guaranteed by the United States and Arizona Constitution.

SECTION 2.9

PROHIBITION OF EMPLOYEE SUPERVISION BY A RELATIVE

- A.** In addition to any restrictions or prohibitions placed upon the employment or relatives by the State of Arizona (e.g. ARS 38-481), the City of Page will not accept applications for employment or promotion when the applicant would be supervised by a person related by blood, marriage or adoption ("family member"). No elected or appointed officer, department head, supervisor or employee shall advocate or cause the employment, appointment, promotion, transfer, or advancement of a family member to an office or position of the City. No elected or appointed officer, department head or supervisor shall supervise or manage a family member.
- B.** If, after employment, two employees within a direct chain of command, including peers, supervisor/employee, etc., become relatives or enter a consensual sexual or romantic relationship, the City will attempt to accommodate this newly-created relationship if such accommodation can be done without negatively impacting City operations, or violating the law. Efforts to accommodate the relationship may include, but not be limited to, assigning the employees to work different shifts, assigning different

supervisors to each employee, reassigning the employees so that one does not supervise the other, etc.

1. Employees in the same chain of command who begin or who are contemplating entering into a familial or consensual sexual or romantic relationship with another employee as defined by this policy must immediately notify their supervisor in order for the City to determine if and how such relationship may be accommodated pursuant to this policy. This policy applies to new hires at the time of employment.
2. On a case-by-case basis, the City Manager or designee will determine which, if any, efforts to accommodate a newly-created relationship can be undertaken, and will inform the affected employees of the decision. If the City Manager determines that the City cannot accommodate the new relationship between the employees, then one or more of the employees shall be transferred to a vacant position in a different department or division for which the employee(s) are qualified and able to perform the duties thereof. Compensation will be adjusted accordingly. If there is no immediately vacant position to which either employee may be transferred, then one of the employees, as determined by the City Manager, will be laid-off.

SECTION 2.10

APPOINTMENT TO CITY BOARDS PROHIBITED

City of Page employees of all classifications are prohibited from membership on the various advisory boards currently in existence or any future boards that might be formed. Examples of such boards are: Airport, Planning & Zoning, Library, Community Center, and Community Development. An exception to this rule would be any boards that by Arizona Revised Statutes require members to be selected from a designated employee group.

SECTION 2.11

ETHICS

In order to provide quality service to the citizens of the community, the City is entrusted with the responsibility to ensure that employee behavior is a positive and direct reflection of the mission and values of the City. The City upholds, promotes, and demands the highest ethical standards of conduct from all of its employees. All City employees must comply with all laws, regulations, policies, and ethical standards applicable to the employee's position. These include, but are not limited to:

A. CONFLICTS OF INTEREST

A conflict of interest occurs when an employee is no longer able to remain impartial or objective in choosing between the interest of the City and the interest of oneself. Employees must avoid conflicts and the appearance of conflicts of interest, and must immediately tell a supervisor if a situation arises which causes or may cause a conflict, or the appearance of a conflict. See also ARS 38-503.

B. GIFTS AND GRATUITIES

1. It is improper for an employee to accept special treatment or gifts in exchange for the employee's favorable treatment of any individual or organization. Employees should not accept gifts (monetary or otherwise), gratuities or favor from anyone, other than the City, for the performance of acts within the regular course of official duties. Employees should refuse any gifts or favors, which could be interpreted to be offered in order to influence municipal decisions. Compensation for performing one's public duty is limited to salaries and benefits provided by the City. See also ARS 38-505.

2. Examples of gifts that may be accepted include:
 - a. A personal gift from a friend or relative.
 - b. Winning or receiving a promotional gift from a community business, where the opportunity to win or receive the gift is open to the community in general.
 - c. Compensation in the form of admission, food, beverages, transportation, or accommodations received by an employee in their capacity as a City representative and related to City business. However, employees may not accept a meal or refreshments from a vendor, or attend events as a guest of a vendor, who contracts with the City or is looking to contract with the City if the employee is involved in the procurement process for the contract or vendor or administers or manages the contract, vendor, good, or service.
 - d. Compensation in the form of admission, food, or beverages received by an employee while attending a community event.

C. CONFIDENTIALITY

Employees are never to use or disclose any confidential information acquired in the performance of governmental duties as a means for personal/professional gain, or for any other reason unless allowed by law or required as a function of the employee's job.

D. USING CITY PROPERTY FOR PERSONAL GAIN

Employees should not use City facilities, equipment, work materials, vehicles, personnel, or supplies for private purposes, except to the extent they are lawfully available to the public. Employees who use these items for a personal purpose may be subject to discipline up to and including dismissal. The use of City goods for a private use or purpose is not a "fringe benefit," it is stealing. See A.R.S. § 13-1802. An employee found to have stolen City supplies, work materials, vehicles, equipment, or any other property may be subject to criminal prosecution and civil sanctions, in addition to discipline up to and including dismissal.

E. UNLAWFUL ACTIVITY

Activities in violation of the law constitutes an unacceptable level of behavior. Employees are not to engage in any unlawful activities. Any illegal activities engaged in by an employee while on or off-duty will be examined on a case-by-case basis and may result in termination of employment.

F. OUTSIDE EMPLOYMENT

An employee's participation in another job (including self-employment) with the authorization of the City is allowed, provided that there is no conflict of interest and the job does not interfere with the time and attention the employee must devote to his/her City job. Employees must notify their immediate supervisor who will notify the department head of any outside employment. Use of City equipment or use of proprietary information for outside employment is prohibited. If, at any time, the employee is working a second job while receiving Workers' Compensation benefits from the City, the employee must notify the Human Resources Office immediately. Failure to do so is fraudulent, and disciplinary action up to and including termination will be taken.

ARTICLE 3 - CLASSIFICATION

SECTION 3.1

PREPARATION OF PLAN

The City Manager or designee shall ascertain and record the duties and responsibilities of all positions and shall recommend a pay range for such position. The Plan shall be developed and maintained to ensure that all positions substantially similar with respect to duties, responsibilities, authority, character of work and value to the City are included within the same range and that the same schedules of compensation may be made to apply with equity under like-working conditions to all positions in the same range. Job descriptions shall reflect normal duties but shall not preclude the assignment of additional duties as best meets the needs of the City.

SECTION 3.2

ESTABLISHMENT, AMENDMENT, AND REVISION OF PLAN

The Pay Range/Grades shall be reviewed annually and may be amended by the City Manager or designee as appropriate.

SECTION 3.3

NEW POSITION

When a new position is budgeted, the position shall be placed in an appropriate range.

SECTION 3.4

RECLASSIFICATION

Positions with significant changes in job descriptions, and/or related duties within that position, shall be reclassified into a more appropriate pay range by the City Manager or designee. Requests for reclassification shall be made in writing to the City Manager or designee. Reclassifications shall be supported by appropriate documentation as to the changes in duties and/or market adjustments based on wage surveys. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions nor should the reclassification be based on a specific incumbent but instead on the needs of the City.

ARTICLE 4 - COMPENSATION

SECTION 4.1

PREPARATION OF PLAN

The City Manager or designee shall prepare and maintain a Pay Compensation Plan covering all positions. In arriving at wage ranges, consideration shall be given to prevailing rates of pay and consideration of working conditions for comparable work in other public and private employment, to recommendations of department heads, to the City's financial condition and policies, and to other relevant factors.

SECTION 4.2

ADMINISTRATION OF THE COMPENSATION PLAN

The City of Page will be governed by the principles and rules set forth below:

There shall be created a wage scale, approved by the City Council, setting forth ranges, with each range consisting of a low, median, and high pay ranges, and additional increments expressed in whole dollar terms.

Each employee shall be assigned at all times to a specific range.

SECTION 4.3

INCREASES IN COMPENSATION

Increases in compensation may be made in the following ways:

- A. PAY INCREASES:** A pay increase is available annually to the regular full-time, regular part-time, and reserve fire department employee based on performance, budgetary restrictions, outstanding achievement and longevity. Pay increases for employees are restricted by the assigned pay range.
- B. BONUSES:** A bonus is available to the employee who has reached the top of the applicable range instead of a pay increase. A bonus may also be awarded by the City Manager or City Council based on outstanding performance or other similar criteria.

SECTION 4.4

MARKET ADJUSTMENT

A market adjustment is an adjustment in pay ranges made as a result of a wage or fringe benefit study or as a result of some other form of analysis indicating the need for general adjustments. Such adjustments normally apply to a large number of job positions, are always by job rather than individual employee, and will generally be made at the beginning of a fiscal year (or when conditions warrant a change), and in no way relate to the eligibility of an employee for a pay increase. Positions are evaluated on a periodic basis.

- A. EMPLOYEE REQUEST:** An employee may request his/her position to be evaluated if it has not been adjusted in the last twelve (12) months. The employee is responsible for providing reasonable research documentation for the adjustment. The City is not bound by employee findings but may use the results for appropriate classification.

SECTION 4.5

PROMOTIONS

Promotions shall be made as provided in these Personnel Rules. Employees promoted to a pay range that overlaps their present pay range shall be transferred to the new range. Thereafter the employee will be evaluated and advanced incrementally in accordance with the new pay plan and range. Employees promoted to a pay range that does not overlap with their pay range shall be moved to the new range regardless of the increase.

SECTION 4.6

GENERAL PRINCIPLES

Several general principles set forth below provide the basis for the operation of the

Compensation Plan.

Equal Pay for Equal Work - All employees within a pay range shall be treated equally insofar as is practicable consistent with the length of service and other relevant factors.

Compensation rates of the City should be competitive with compensation rates of other similar public employers insofar as practicable.

The fringe benefits offered by the City of Page should be competitive with those offered by similar public employers insofar as practicable. Periodic surveys shall be completed to evaluate competitiveness.

In order to ensure that the compensation is a reflection of competence in the performance of assigned duties, the City Manager or designee shall prepare a formal evaluation system or systems, and evaluations of performance shall be made by the employee's immediate department head / supervisor prior to the granting of pay increases in accordance with the existing pay schedule. Each employee shall be evaluated by his/her supervisor at least annually. The employee shall have the right to review the evaluation with the department head and the City Manager.

SECTION 4.7

COMPENSABLE TIME

A. The City follows all applicable laws and regulations, including the Fair Labor Standards Act when determining compensable time for employees.

SECTION 4.8

OVERTIME

Overtime shall be paid to non-exempt employees at the rate of time and one-half for any time worked in excess of a scheduled work week or a scheduled work period. A scheduled work week is forty (40) hours. For applicable fire department personnel, a scheduled work period consists of a twenty four (24) consecutive day schedule with overtime being compensated after 182 hours worked. For applicable police department personnel, the City Manager is authorized to establish the work period and hours worked/overtime threshold. Periods of sick leave, vacation, paid holidays, or other absences from work or leaves are not included in calculating the number of hours worked for overtime purposes even if the employee is compensated for non-working time under these policies. Scheduling of overtime must be approved by the department head, City Manager, or designee. Working unauthorized overtime may result in disciplinary action.

SECTION 4.9

COMPENSATORY TIME

Compensatory Time (Comp Time) may be substituted for overtime at the discretion of the department head. Up to forty (40) hours of comp time may be accrued, unless a greater number is specifically authorized by the City Manager. All overtime rules will apply to Comp Time. Comp Time and overtime will not be applied to the same hour of work. The employee may use accrued Comp Time within a reasonable period after making a request if the use of the Comp Time does not unduly disrupt the operations of the City.

SECTION 4.10

UNIFORM OR CLOTHING ALLOWANCE

Uniforms, clothing, or uniform allowance may be provided for certain City employees as is in the best interest of the City of Page. Where provided, such uniforms or clothing shall be worn while on the job in accordance with departmental regulations. Inappropriate use of uniforms provided by the City of Page shall be cause for disciplinary action.

SECTION 4.11

TRAVEL AND EXPENSE

It is the policy of the City of Page to reimburse reasonable expenses for City business on a case by case basis pursuant to the City's adopted Travel Policy (See Article 17). Violation of this policy shall be grounds for disciplinary action up to and including termination.

SECTION 4.12

ON-CALL: Personnel within the City of Page who are required to be on-call, as set forth in their job description, must have a telephone at home and carry a radio or cell phone. A cell phone qualifies as a home phone.

Personnel assigned to be on-call are free to engage in their own pursuits and are not required to remain at their regular City work site so long as they are able to respond to the work site or location where their services are needed within a timely manner as applicable to the situation. Employees assigned to be on-call may not consume alcoholic beverages and may not consume controlled substances during the assigned on-call period that could impair the employee's ability to perform assigned duties. If an employee is taking a prescribed medication that would impair the employee's ability to perform assigned duties, the employee shall notify his or her immediate supervisor in order to assure that emergency coverage is available and for the employee's own safety.

If an emergency is reported, the employee who is scheduled to be on-call will be contacted.

On-Call is:

One (1) hour of straight time for each day of on-call duty Monday through Friday (or the employee's regularly scheduled work week)

One and one half (1 ½) hours of straight time for each day of on-call duty Saturday and Sunday (or the employee's regularly scheduled days off)

Two (2) hours of straight time for on-call duty on holidays
Not subject to overtime

After Hours or Weekend Call Out is:

Paid for actual time worked to the nearest 15 minutes.
Call out is subject to overtime.

Holiday Call Out is:

See Section 8.11.

With permission of the immediate supervisor, an employee assigned to on-call duty may trade with another willing employee. Each employee is then responsible for notifying the Page Police Department before the on-call period begins.

ARTICLE 5 - APPLICATIONS & APPLICANTS

SECTION 5.1

ANNOUNCEMENT

The City Manager or designee should take whatever steps may be necessary to ensure public awareness of City employment opportunities. The City Manager or designee may advertise outside the community when appropriate.

SECTION 5.2

APPLICATION FORMS

Applications shall be made as prescribed in the job announcements. Application forms shall require information covering training, experience, and other pertinent information and may require certificates of one or more examining physicians, references, and fingerprinting. All applications must be signed by the applicant.

SECTION 5.3

DISQUALIFICATION

The City Manager or designee may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the applicant is unable to perform the duties of the position to which the applicant seeks appointment, has made any false statement of any material fact, or has practiced any deception or fraud in his/her application.

ARTICLE 6 - METHOD OF FILLING VACANCIES

SECTION 6.1

TEMPORARY AND SEASONAL EMPLOYEES

Temporary workers may be hired with City Manager approval to substitute for absent employees or to assist on special projects or similar circumstances.

Seasonal employees may be hired with City Manager approval, in order to cover peak demand periods such as the summer months.

Generally, temporary workers are hired for a single assignment not to exceed six (6) months. Seasonal employees may work up to six (6) consecutive months.

Temporary and seasonal employees are not normally eligible for benefits such as vacation accrual, health insurance, holiday pay, and retirement. One exception to this rule would be those temporary or seasonal workers employed for more than twenty (20) hours during twenty (20) weeks (not required to be consecutive weeks). In either case, the temporary or seasonal employee would be required to participate in the Arizona State Retirement System.

Temporary and seasonal employees are subject to the same standards of performance as regular full-time and regular part-time employees including, but not limited to, drug testing, attendance, and use of the City's facilities and equipment.

If a temporary full-time employee remains continuously employed for more than six (6) consecutive calendar months in a single assignment, the department head must either recommend termination of that employee or qualify them for vacation accrual, health benefits, holiday pay, and retirement if not already addressed above. Temporary part-time employees will receive only pro-rated sick and vacation accruals unless they qualify for the Arizona State Retirement System. If a temporary worker becomes eligible for benefits but will be terminated within thirty (30) days of eligibility, benefits shall not accrue or be paid.

ARTICLE 7 - PROBATIONARY PERIOD / TRAINING PERIOD

SECTION 7.1

REGULAR APPOINTMENT FOLLOWING PROBATION OR TRAINING

All original or in-house appointments shall be tentative and subject to a probationary period or training period of not less than six (6) months actual service in the position. The City Manager may establish a longer probationary or training period for specified classes of employees. Upon departmental recommendation, the probation or training period may be extended by the City Manager or designee in situations where the employee has failed to fulfill the requirements of the job description, and the City Manager has reason to believe that an extension of the probationary or training period rather than termination is warranted.

SECTION 7.2

OBJECTIVES OF THE PROBATIONARY OR TRAINING PERIOD

The probationary or training period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the position. The department head concerned shall evaluate all probationary or training employees at the end of the training or probationary period in accordance with established City policies. The department head concerned shall also prepare an evaluation at the completion of probation or training indicating how the individual has been trained, counseled, and given every reasonable opportunity to perform the duties of the position, and advising as to whether the employee should be given regular status, should have the probationary or training period extended, or should be terminated.

SECTION 7.3

REJECTION OF PROBATIONARY PERIOD EMPLOYEE

During the probationary period, an employee may be terminated for any reason. Written notification of termination shall be forwarded to the employee, and a copy of the notification shall be placed in the employee's personnel file.

SECTION 7.4

REJECTION OF TRAINING PERIOD EMPLOYEE

During the training period, an employee may be terminated if unable to satisfactorily perform the job. The City does not guarantee the return of the employee to the previous position.

ARTICLE 8 - ATTENDANCE AND LEAVE

SECTION 8.1

EARNED LEAVE

All regular full-time and regular part-time employees shall be entitled to leave with pay in accordance with Section 8.1.C. Probationary employee with less than six (6) months service from the date of hire may not take vacation leave; however, leave credits for the time so served shall be granted each probationary employee who receives a regular full-time or regular part-time appointment. The City Manager may establish a longer probationary period for specified classes of employees.

A. VACATION LEAVE ACCRUAL

Eligible employees shall accrue credits at the following rates:

Years of Service	Non-Exempt/ Hourly Full-Time	Exempt/Salaried Full-Time	Regular Part-Time	7K Fire Exemption
0-5	80 Hours	120 Hours	Pro-rated	150 Hours
5-10	120 Hours	120 Hours	Pro-rated	186 Hours
10-15	144 Hours	144 Hours	Pro-rated	216 Hours
15 & up	160 Hours	160 Hours	Pro-rated	240 Hours

All vacation accruals are limited by Section 8.1.D.

1. VACATION LEAVE ACCRUAL FOR FULL TIME WORKING LESS THAN 40 HOURS

Regular full time non-exempt employees, who work less than 40 hours per week, excluding any paid leave taken, will accrue vacation on a pro-rated basis.

B. PURPOSE AND USE OF VACATION LEAVE

Employees are encouraged to take five (5) days of vacation leave at a time. Employees working a 4/10 work week schedule are encouraged to take four (4) days of vacation at a time. Upon approval of the City Manager, vacation time may be sold back in 40 hour blocks, not to exceed fifty percent (50%) of the leave balance. 7k exempt fire department employees must refer to Fire Department Policy on use of vacation leave.

C. SCHEDULING OF LEAVE

Employees should request vacation leave in writing as soon as reasonably possible indicating the number of vacation hours requested. Time during which an employee may take vacation leave shall be determined by the department head with due regard for the wishes of the employee and the needs of the department.

D. ACCRUAL OF VACATION LEAVE

Employees may accrue more than 240 hours of vacation leave. However, any accumulated vacation time in excess of 240 hours must be utilized before the end of the calendar year or the time will be forfeited.

E. HOLIDAYS AND LEAVE

In the event one or more municipal holidays fall within a leave period, such holiday shall not be charged as leave; but instead credited in accordance with section 8.11. If an employee is out on unpaid leave, including FMLA leave or Worker's Compensation leave, holidays will not be paid.

F. VACATION LEAVE PAYMENT UPON TERMINATION

Employees who have satisfactorily completed probation and who terminate employment shall be paid for all vacation leave earned.

SECTION 8.2

SICK LEAVE

Accrued sick leave with pay shall be granted to all employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in ~~case of necessity~~accordance with A.R.S. 23-373 and this policy. Employees capable of performing light duty shall so advise their department head who may make these arrangements. ~~Unnecessary or unapproved Abuse or misuse~~ use of sick leave shall be cause for disciplinary action. When an employee is sick while on vacation, the day may be changed to a sick day if a physician's certificate is provided. ~~Sick leave may be used for the same purposes as allowed by FMLA leave~~. Sick leave is not accrued while on unpaid leave, including FMLA and Worker's Compensation. The City prohibits employees from being retaliated or discriminated against for exercising their rights to paid sick leave.

A. COMPENSATION WHILE ABSENT ON SICK LEAVE

~~In order to receive compensation while absent on~~ When the need for paid sick leave is foreseeable, the employee must make a good-faith effort to request the time off in advance and must make every effort to schedule the time off in a manner that does not unduly disrupt City business. If the need for paid sick leave is not foreseeable, the employee must contact their supervisor as soon as possible, which, absent exigent circumstances, generally means within hours of when the need for leave arose, but in any event, prior to the start of an employee's shift. ~~sick leave, the employee shall notify his/her immediate supervisor, the City Manager or designee prior to or within ½ hour of the time set for beginning his/her daily duties or as set by Department rules and regulations. Every effort shall be made to contact the immediate supervisor prior to contacting the City Manager or designee. The employee may be required to file a physician's certificate or a personal affidavit with the City Manager stating the cause of absence.~~ After three (3) consecutive work days a supervisor may require a physician's certificate upon returning to work, but after five (5) consecutive work days, a certificate is mandatory.

B. SICK LEAVE ACCRUAL RATES

Eligible employees shall accrue sick leave at the following rates

Persons scheduled to work full-time (2080 hours per year):	96 hours (12 days per year)
Regular full-time employees will accrue sick leave at the following rate:	3.7 hours per every bi-weekly payroll period of 80 hours
Persons scheduled to work less than full-time will accrue sick leave using the following formula:	$3.7 \div 80$ (hours) x average bi-weekly hours
Persons scheduled to work under the fire department 7k exemption plan:	180 hours (7.5 twenty-four hour shifts)
Fire department 7k exempt employees will accrue sick leave at the following rate:	6.93 hours per every bi-weekly payroll period

C. ACCUMULATED SICK LEAVE

Employees may not accrue more than 960 hours of sick leave except for

the purposes of payment as follows. Once the maximum limit of 960 hours has been accumulated, an employee hired before July 1, 2017, may elect to be paid for the excess of 960 sick hours at a rate of 75% their base pay, or purchase service time from ASRS/PSPRS (if eligible) at a rate of 75% their base pay. Upon separation from City employment, an employee may be eligible to be paid at full face value for accrued sick leave if (1) the employee has been employed by any department with the City for ten continuous years and (2) the employee applies for and elects to receive ASRS/PSPRS benefits immediately upon separation from City service.

Employees hired on or after July 1, 2017, upon separation from City employment, shall be eligible for accrued sick leave over 560 hours, up to 400 hours, if (1) the employee has been employed by any department with the City for ten continuous years and (2) the employee applies for and elects to receive ASRS benefits immediately upon separation from City service. No payment will be made for the first 560 hours of accumulation or beyond 400 additional hours. Termination of the employee will forfeit payment of all sick leave.

D. WORKERS' COMPENSATION

The City of Page carries Worker's Compensation Insurance. Potential benefits provided include payments of medical expenses and compensation for time lost if the injury or illness is work related. All work related injuries or illnesses must be reported immediately so as not to delay coverage. Treatment of worker's compensation injuries or illnesses must be administered by the City's occupational health care provider unless the injury occurs at night or when the offices of the occupational health care provider are closed. In those instances the employee may report to the local hospital emergency room. Employees must tell the treating physician that they are there due to a work related injury or illness.

All decisions regarding the acceptance of a worker's compensation claim are made by the insurance carrier. If the claim should be denied, the employee or the employee's regular insurance will be responsible for all costs associated with the treatment of the injury or illness.

Lost time is counted in calendar days. Worker's Compensation does not pay an employee for any time lost of less than seven (7) calendar days. If the employee is unable to work for fourteen (14) calendar days on an accepted claim, payment is issued back to the first day of disability (not including the day of the injury or illness).

Worker's Compensation pays two-thirds (2/3) of the employee's average monthly salary which cannot exceed the maximum wage as set by the legislature. Contact the Human Resources office for the most current information.

For payroll purposes, when an employee is off work due to a work related injury or illness, the time sheet will need to reflect those missed shifts as worker's compensation along with sick leave. The employee will receive his/her regular pay for the first seven (7) calendar days of the absence with regular accruals of sick and vacation. Should the employee receive remuneration from Worker's Compensation Insurance for any days that were also paid by the City, the employee will be required to reimburse the City so that a double payment does not occur.

Starting with the eighth (8th) calendar day of worker's compensation leave,

the employee has two options. First, the employee may endorse the worker's compensation wage replacement check and turn it in to the City. In exchange for endorsing the check to the City, based on individual leave balances, the employee will continue to receive bi-weekly checks from the City but leave balances will be charged at one-third (1/3) of the regular pay period amount. Leave used will be charged first to sick leave accruals, then vacation, then personal days, and lastly, to Compensatory Time.

Authorized payroll deductions will continue to be made by the City until such time that all leave balances and comp time is depleted. When the City is no longer issuing checks to the injured or ill employee the employee will be responsible for paying all authorized deductions. Benefits may be cancelled if payment for employee contributions are not received during the month the payment is due. Arizona State Retirement System and Public Safety Personnel Retirement System contributions will also cease if the injured or ill employee is no longer receiving checks from the City.

As the second option, the injured employee may retain the worker's compensation benefit check. In this situation, the City will classify the employee as on worker's compensation leave only, no check is issued by the City, and no leave accrual balances or Comp Time will be reduced. As in the paragraph above, the employee will be responsible for all authorized deductions and contributions will not be made to the Arizona State Retirement System or the Public Safety Personnel Retirement System.

It is the policy of the City to return injured employees to work as soon as possible, unless protected by Family Medical Leave. See Section 8.2.F regarding Light Duty. The employee is required to keep in contact with his/her supervisor, who, in turn, must notify Human Resources of any developments regarding the employee's recovery.

E. NECESSARY MEDICAL TREATMENT FOR FAMILY MEMBERS

Sick leave may also be used for necessary medical treatment for family members as defined by ARS 23-371. The City of Page may require verification of sick leave used under this Section in accordance with Section 8.2.A.

F. LIGHT DUTY

Employees who are found by their physicians to be able to perform light duty may be assigned to such duty in their own department or in another City department with the City Manager's approval. The City Manager or designee may work with the employee's physician to resolve any conflicts. Every attempt may be made to return the employee to duty as soon as possible.

G. DIRECT GRANTS OF SICK LEAVE

1. ELIGIBILITY TO MAKE DIRECT GRANT

- a. To be eligible to make a direct grant of sick leave, an employee must have a minimum balance of one hundred and sixty (160) hours of sick leave remaining following the contribution.
- b. An employee may directly grant no more than a maximum of three hundred and twenty (320) hours of sick leave in any continuous 12-month period to any individual employee.
- c. An eligible employee may make a direct grant of sick leave to an employee of any City Department who is

- eligible to receive a grant.
- d. Direct grants of sick leave shall be made on an hour for hour basis.

2. ELIGIBILITY TO RECEIVE A DIRECT GRANT

- a. To be eligible to receive a direct grant of sick leave, a City employee must have met the six (6) month qualifying period to take sick leave.
- b. The employee must suffer an extensive illness or accident (i.e., illness, injury, disability or quarantine which incapacitates the employee) which results in an absence from work of no less than ten (10) consecutive working days.
- c. The employee must exhaust all personally accrued sick leave, annual leave, and other accrued paid leave and compensatory time. Agreeing to receive a direct grant of sick leave constitutes an agreement to exhaust all accrued annual leave in order to become eligible to receive additional sick leave.
- d. Approval to receive a direct grant of sick leave from the City Manager may be requested by the employee or the employee's Department Head. The request is first forwarded to the Human Resources department that will verify eligibility for the grant.
- e. The employee may be required to provide to the Human Resources department a physician's certification of extensive illness or accident.
- f. Grants will be used in order of receipt. When the employee returns to work, donations cease. Unused donations will be returned to the donor.

3. OTHER INFORMATION RELATING TO DIRECT GRANTS OF SICK LEAVE

- a. An employee may receive a maximum of 320 hours of sick leave in any continuous 12-month period in direct grants. Leave grants to part-time employees shall be pro-rated.
- b. The 12-month period is calculated from the first day the employee takes sick leave from a direct grant of sick leave.
- c. The City Manager may approve a combination of paid sick leave and leave of absence without pay in a work week.
- d. If an employee is incapacitated and unable to apply for a leave of absence and a direct grant of sick leave, another person may do so for the employee.
- e. An employee may at the City Manager's discretion receive a direct grant of sick leave to provide necessary care of or attendance to an immediate family member. The employee must meet all other eligibility requirements.

4. PROHIBITED USES OF DIRECT GRANTS

An employee shall not receive direct grants of sick leave:

- a. If the employee is eligible for Workers' Compensation benefits;
- b. If the employee is no longer employed by the City; or
- c. While the employee is on leave of absence without pay for a reason other than extensive illness or accident.

SECTION 8.3

FAMILY LEAVE

The City of Page complies with the Family Medical Leave Act (FMLA) which provides job protection and continuation of medical benefits if a qualified employee needs time off for his/her own or a family member's serious medical condition, childbirth, or adoption. For the use of FMLA a family member is defined as the employee's spouse, son or daughter, or parent. Only those full-time regular and part-time regular employees who have worked for the City for at least twelve (12) months prior to requesting the leave and who have worked at least 1,250 hours during the previous twelve (12) months are covered. The twelve (12) weeks of unpaid leave that FMLA allows is measured forward from the date an employee's FMLA leave begins. In all cases where FMLA leave is taken, the employee must use any accrued vacation or sick leave during any FMLA leave prior to the leave being unpaid. FMLA leave runs concurrently with all other leave including sick leave, vacation leave, short term disability, and leave pursuant to workers' compensation. All FMLA leave will be unpaid but employees will receive pay for the duration of available paid leave such as vacation or sick leave. The combination of accrued paid leave and unpaid leave will not exceed twelve (12) weeks of FMLA protection per year. In addition, an employee who is a spouse, son, daughter, parent or next of kin may take up to 26 weeks of leave to care for a member of veteran of the Armed Forces if eligible. For specific information, contact the Human Resources Office.

The employee is required to provide thirty (30) days advance notice to the supervisor when the leave is foreseeable. When leave is needed to care for a family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment in order to minimize disruptions of the City's operations. Failure to provide notice for foreseeable leave may result in the delay of the beginning of FMLA leave until at least thirty (30) days after the employee gives notice to the employer of the need for FMLA leave. If the need for the leave is unforeseeable, the employee must give notice as soon as practical under the circumstances. The City may require that the employee provide certification at the employee's cost prior to determining whether an absence qualifies for FMLA leave.

If the employee is covered under the City's group medical insurance plan, the City will maintain the employee's health coverage during the FMLA leave period under the same conditions as if the employee had continued actively working. However, the employee must continue to pay any share of the premium for that coverage which they would normally pay. If the employee is taking accrued sick or vacation leave before taking FMLA leave, any applicable premium will be deducted from the employee's normal paycheck. If the employee is taking FMLA leave, payment for the employee's share of the premiums must be received at the Finance office no later than the final day of each pay period. Failure to pay the premium within thirty (30) days of being due while on FMLA leave may result in the cancellation of insurance coverage after written notice.

Employees taking FMLA leave will be guaranteed the same or equivalent position after returning from leave. However, key employees may be exempt from FMLA reinstatement protection. As a condition of restoring an employee whose FMLA leave was due to the employee's own serious health condition that made the employee unable to perform the employee's job, the employee shall obtain and present certification from the employee's health care provider that the employee is

able to resume work. The employee has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process and is responsible for any associated costs.

Employees will not accrue vacation or other benefits while on unpaid FMLA leave. Additionally, employees will not be paid for holidays that occur during the unpaid leave. However, the leave period will be treated as continuous service (i.e., no break-in-service) for purposes of vesting and other benefits.

For FMLA leave specific to birth, placement, and bonding with a child, the leave must be continuous. The City does not allow intermittent leave for this type of FMLA leave. In addition, in situations where both spouses work for the City, they will share a total of 12 workweeks of FMLA leave per year for the birth, placement or bonding with a child, placement of a child with the employee for adoption or foster care, or care for a parent with a serious health condition.

SECTION 8.4

BEREAVEMENT LEAVE

Paid leave will be granted in the event of the death of a member of the regular full-time, or regular part-time employee's immediate family. Immediate family shall consist of the employee's spouse or the children, parents, brothers, sisters or grandparents, or grandchildren of either the employee or the employee's spouse. Five (5) days, Four (4) if working a 4/10 work week schedule or two (2) shifts for fire department 7k exempt employees of bereavement leave will be granted automatically.

SECTION 8.5

PERSONAL HOURS

Twenty-four (24) personal hours or one (1) shift for fire department 7k exempt employees per calendar year are granted each January 1st to regular full-time employees. Depending on the start date of the employee, personal hours may be pro-rated the first year of employment. Personal hours will not accumulate from year to year.

Use of personal hours shall be scheduled with department head or supervisor approval prior to using the leave. Employees are not compensated for unused personal hours upon resignation or termination.

SECTION 8.6

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state and federal law. Employees entitled to military leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

SECTION 8.7

LEAVE OF ABSENCE WITHOUT PAY

Department heads may grant a regular or probationary employee leave of absence without pay for not more than five (5), four (4) if working a 4/10 work week schedule, consecutive working days. Such leave shall be reported in writing to the City Manager prior to the beginning of the leave or as soon as practicable. Employees may appeal denial of this privilege to the City Manager.

The City Manager may grant a regular or probationary employee a leave of absence without pay for more than five (5), four (4) if working a 4/10 work week schedule, consecutive days without change in seniority. Such leave shall be granted only upon written request of the employee, setting forth the reasons for the request. Upon expiration of the authorized leave of absence the employee shall be reinstated in their previous position or as comparable a position that is available at the time of the employee's return to work. Failure on the part of an employee to return to work at the expiration of the authorized leave of absence shall be cause for termination. Leave of absence granted under this section shall

not be for purposes permitted under Section 8.3. Employees are responsible for the cost of their authorized deductions if they are on leave without pay during any full pay period. Contributions to existing retirement plans will not be made during an unpaid leave, nor will vacation or sick leave accrue.

SECTION 8.8

JURY / WITNESS LEAVE

Every employee who is required to serve as a trial juror or factual (not an expert) witness based on a legal summons shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee will be paid the difference between his/her normal compensation and any court payment received by him/her, except per diem and additional child care fees incurred directly due to jury duty.

SECTION 8.9

ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves as adopted by the City and their respective departments. Absence from work, other than illness, shall be scheduled in advance. All departments shall keep daily attendance records of employees which shall be reported to the City Manager or designee in the form and on dates specified. Failure on the part of an employee to report absences prior to the start of their shift may be grounds for discipline. Two days of a no-show, no-call, or one (1) 24 hour shift for fire department 7k exempt employees, shall be considered a voluntary quit without notice.

A. WORK SCHEDULES

The City Manager shall have the ability to alter hours and work schedules of the departments and/or individuals to meet the needs of the City. Department heads will have the ability to alter hours and work schedules to meet the needs of the department. In the event specific employees need to work hours different from those normally observed by the department, those employees are subject to mutual agreement between employee and department as set forth in writing. Said employee can work in excess of eight (8) hours, ten (10) hours if working a 4/10 work week schedule, in a twenty-four (24) hour period without accruing overtime.

B. HOURS OF WORK

The payroll work week shall begin at 12:00 A.M. on Saturday and end on Friday at midnight. The City Manager may implement and assign a 4/10 work week schedule to designated departments and/or individual employees. The regular work day for other than 7k exempt employees shall not normally exceed eight (8), ten (10) if working a 4/10 work week schedule, hours. See Section 8.10.A. The regular work week for other than 7k exempt employees shall not exceed forty (40) hours. Working hours will be determined by the needs of the City. All departments shall maintain regular hours of work. Periodic temporary changes in working hours may be made within a department as needed. Permanent changes in working hours shall be presented to the City Manager for approval.

SECTION 8.10

HOLIDAYS

Employees eligible to be paid for scheduled holidays shall be paid for eight (8) hours. The holidays observed by the City of Page are:

New Year's Day
Martin Luther King, Jr., Day
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Employees desiring to observe religious holidays not coinciding with the above holidays may be given time off without pay or may be authorized to use accrued vacation leave or personal leave for this purpose.

The following rules shall apply to the computation of holiday hours for employees that work other than eight-hour days:

1. Employees may use personal time to eliminate a deficit between the paid eight (8) hours and the scheduled work shift.

A. HOLIDAYS AND WEEKENDS

When any of the holidays observed falls on a Sunday, the following Monday shall be observed as a holiday. When any of the holidays observed falls on a Saturday (or Friday for employees who work M-TH), the prior workday shall be observed as the holiday.

B. HOLIDAYS OFF

Temporary, seasonal, regular part-time employees, assistant magistrates and reserve and full-time Fire Department employees are not paid holidays unless actually worked.

C. HOLIDAYS WORKED

When an employee works on a holiday identified in Section 8.10, he/she will receive double time for actual hours worked. 7k exempt fire department employees will receive time and one-half for actual hours worked on a holiday. Reserve Fire Department employees will receive double time for actual hours worked or on-call time. If an employee works a partial day on a holiday, the employee will be paid double time for the actual hours worked and regular pay for the difference between the hours actually worked and eight (8) hours.

D. ELECTIONS

Employees will be granted up to thirty (30) minutes during the work day for the purpose of voting in city, state, and federal elections.

ARTICLE 9 - PAY ADJUSTMENTS

SECTION 9.1

APPLICATION OF RATES

Employees shall be paid a wage established for that position under the Pay Plan.

SECTION 9.2

ADVANCEMENT

No salary advancement shall be made so as to exceed any maximum rate established in the Pay Plan for the pay range to which the advanced employee's position is allocated. Advancements shall not be automatic, instead they shall depend upon increased service value of an employee to the City as exemplified by recommendations from his/her supervisor, length of service, performance record, special training undertaken, or other pertinent evidence, relating to the advancement policy established by Article 4. All employees shall be evaluated prior to pay increases. Pay raises will be withheld when the employee's work is not satisfactory. An appointment rate shall be established by the City Manager, Human Resources Department, and department head based on the employee's experience, training, and qualifications. Said appointment rate shall not exceed mid-range for the position without permission of the City Manager.

SECTION 9.3

RECORDING RATES OF PAY

The City Manager or designee shall cause to be entered into the employee's personnel records all changes in the employee's rate of compensation.

SECTION 9.4

BELOW MINIMUM OF THE PAY RANGE

No employee shall be paid below the minimum of the pay grade in which his/her position is assigned.

ARTICLE 10 - TRANSFER, DEMOTION, SUSPENSION AND REINSTATEMENT

SECTION 10.1

TRANSFER

Employees may be voluntarily or involuntarily transferred from one position to another at the sole discretion of the City Manager. Transfer of an employee from one job to another which requires a pre-employment physical will require a medical examination. Employees will be placed in a training period for a minimum of six (6) months as specified by Article 7.

SECTION 10.2

DEMOTION

Employees may be voluntarily or involuntarily demoted from one position to another position in a lower pay grade. Employees who have been demoted may be subject to a training period as defined in Article 7.

SECTION 10.3

SUSPENSION WITHOUT PAY

Only the City Manager may suspend an employee without pay for disciplinary purposes. Health benefits shall be maintained by the City during the suspension period. Leave accruals and retirement contributions will only be made for hours worked during the pay period. The suspended employee is responsible for covering authorized deductions if necessary.

A. REASSIGNMENT

Job responsibilities may be voluntarily or involuntarily reassigned to an employee when those changes are dictated by organizational needs or budgetary constraints. Increases or decreases in pay may result and are at the sole discretion of the City Manager.

SECTION 10.4

SUSPENSION WITH PAY

Department heads may suspend an employee with pay for a three (3) day working period for the purpose of conducting an investigation of an allegation or incident. The City Manager may authorize a longer period where necessary. All such suspensions shall be reported in writing immediately to the City Manager, Human Resources Department, and City Attorney. Employees suspended with pay are considered to be on-call and must be available for work during their regularly scheduled work day.

SECTION 10.7

REINSTATEMENT

Former employees with less than thirty (30) days break in service may be reinstated, at the request of the department head and upon approval of the City Manager, without loss of accrued sick leave minus any sick leave paid out at the time of separation.

ARTICLE 11 - DISCIPLINE

SECTION 11.1

Every employee is expected to exhibit acceptable conduct, satisfactory performance of duties, and adherence to safe and secure work practices. Failure to meet such standards of conduct and work performance for any of the following listed reasons, such reasons not to be considered all-inclusive, are sufficient grounds for disciplinary action, up to and including termination.

- A.** Falsification of any information required by or presented to the City.
- B.** Absenteeism, such that the efficiency or effectiveness of the department is impeded.
- C.** Tardiness.
- D.** Incompetence or inefficiency in the performance of work.
- E.** Refusing to obey a reasonable order.
- F.** A criminal conviction.
- G.** Misappropriation, destruction, theft, or unauthorized use of municipal property or other fraudulent conduct.
- H.** Prohibited political activities, under Section 2.8
- I.** Favoritism toward customers and vendors.
- J.** Use, under the influence of, impaired by, possession, sale, or transfer of alcohol and/or illegal drugs while on duty, on-call, while working, while on City of Page property in the scope of employment, or while operating City of Page equipment, machinery, or vehicles as found in the City of Page Drug Free Workplace Policy.
- K.** Discrimination or harassment by an employee in the scope of his/her employment on the basis of age, race, color, sex, national origin, marital status, disability, political or religious affiliations or any other legally protected class.
- L.** Neglect or carelessness while using or operating City of Page property or equipment.
- M.** Abusiveness in attitude, language, conduct, or threatening behavior toward fellow employees or to the public.
- N.** Acceptance of gratuities, kickbacks, or bribes for personal gain.
- O.** Violation of department rules or regulations.
- P.** Unauthorized possession of a firearm or other dangerous weapon while on duty or on the work premises.
- Q.** Refusal to submit to scientific tests to determine the presence and/or amount of alcohol, drugs, or other intoxicants in the body when such test has been authorized by an administrative policy and requested by the department head, Human Resources Department, or Risk Manager.
- R.** Failure to obtain or maintain a license, registration, certification, or any other credential required as a condition of employment.

- S.** Performance of an unsafe act affecting the employee, other employees, or the public in the performance of their duties and responsibilities.
- T.** Failure to observe published safety regulations.
- U.** Violation of any Federal, State, or County statutes and regulations with which the City must comply and enforce based on law, contract, or regulation.
- V.** Insubordination.
- W.** Conflict of interest.
- X.** Disruptive conduct.
- Y.** Release of confidential information.
- Z.** Failure to attend mandatory training.
- AA.** Failure to notify the City of any changes affecting the maintenance of a license, registration, certification, or any other credential required as a condition of employment.
- BB.** Use of the City's name or authorization for personal gain.
- CC.** Misappropriation, destruction, theft, or unauthorized use of City cash, accounts, or credit cards or other fraudulent conduct.
- DD.** Failure to respond and report incidents, accidents, hazards, complaints, or conditions that have potential liability for the City to the Risk Manager.

ARTICLE 12 - SEPARATION FROM EMPLOYMENT

SECTION 12.1

TERMINATION

The City Manager may terminate any employee at any time. Employment with the City is "at will." This means that any term and/or condition of employment may be changed with or without cause and with or without notice, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work.

While other personnel policies, procedures, and benefits of the City may change from time to time at the City's discretion, this at-will employment relationship can only be changed by an express written employment contract or otherwise as required by law. This manual is intended for informational purposes only, and in no circumstance is meant to modify, change or otherwise abrogate any employee's at-will employment status.

Any and all disciplinary actions, including suspensions and/or reprimands are solely at the discretion of the City and do not constitute any form of precedent or disciplinary system that can be expected or relied upon in lieu of termination.

SECTION 12.2

LAYOFF

The City Manager may lay off an employee because of position elimination, restructuring of the organization or shortage of work or funds.

SECTION 12.3

RESIGNATION

An employee wishing to leave the City of Page in good standing shall file with the City Manager through the department head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service unless such time limit is waived by the City Manager. Failure to give notice as required by this Article shall be cause for denying future employment by the City unless waived by the City Manager.

ARTICLE 13 - GRIEVANCE PROCEDURES

SECTION 13.1 GRIEVANCE DEFINITION

A grievance is a claim by an employee that there has been a specific violation, misapplication, or misinterpretation of the terms of this Personnel Rules Manual.

SECTION 13.2 RESOLUTION ON AN INFORMAL BASIS

Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below.

SECTION 13.3 FAILURE TO ISSUE DECISION

Failure by the employer to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

SECTION 13.4 EXTENSION OF TIME LIMITS

Time limits as designated in this Article may be extended by written mutual agreement between the parties.

SECTION 13.5 FORMAL GRIEVANCE PROCEDURE

After consideration of the intent expressed above, the following procedure shall be used to ensure that grievances are resolved as quickly as possible.

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor or department head. The grievance shall set forth in as much detail as possible the nature of the grievance, shall describe the circumstances surrounding the matter, and shall specifically address the type and scope of corrective action requested. The grievance shall be submitted within ten (10) working days of the occurrence of the grievance. The immediate supervisor or department head shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Human Resources Department within ten (10) working days of the receipt of the Step 1 response. The Human Resources Department shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, the grievance may be presented in writing to the City Manager within ten (10) working days of the receipt of the Step 2 response. The City Manager shall resolve the grievance and shall respond in writing to the employee within thirty (30) days. The decision of the City Manager is final and binding.

SECTION 13.6 ADVERSE ACTIONS

No adverse actions or retaliation shall be taken against an employee for exercising his/her right to file a grievance.

ARTICLE 14 - TRAINING OF EMPLOYEES

SECTION 14.1

CREDIT FOR TRAINING

Participation in and successful completion of special training courses will be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the City Manager or designee and the employee's department head. Some training will be mandatory, and failure to attend may result in disciplinary action.

SECTION 14.2

TRAINING REIMBURSEMENT

Repayment for training may be made by the City when the training is related to the employee's job. Such repayment shall be made by prior arrangement with the employee's department head and the City Manager upon satisfactory completion of the training course and all required forms.

If the certification is required by the City, the City will front the cost of the examination and any pre-test course that might be offered. If the certification is denied, further testing costs for that particular certification will be paid by the employee.

Arrangements may be made for the City to pay up-front costs when the college class, degree program, or certification is of benefit to the city.

ARTICLE 15 - EMPLOYEE SAFETY AND SECURITY

SECTION 15.1

DRUG FREE WORKPLACE

The City of Page complies with the Drug Free Workplace Act of 1988. Employees are prohibited from the unlawful manufacture, distribution, dispensing, possession, and/or use of unauthorized controlled substances on City premises or worksites, including City vehicles. Employees may not be impaired by alcohol or drugs while on duty. Violation of this policy may result in discipline, up to and including, termination.

A. TESTING

The City is committed to maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public. In order to achieve this goal, the City has established a program designed to prevent and detect the misuse and abuse of alcohol and drugs in the workplace. This policy applies to all employees in all departments of the City. Positions regulated by federal or state law (such as CDL drivers) are subject to all applicable federal and state regulations.

The City tests for the following substances during pre-employment, reasonable suspicion, follow-up, return to duty, post-accident and/or random tests (Exception: In accordance with federally-mandated DOT regulations for CDL employees, only the first 5 substances listed below will be tested under a CDL-specific test):

- Cannabinoids/THC (Marijuana)
- Methamphetamines
- Cocaine
- Barbiturates
- Opiates
- Benzodiazepines
- Phencyclidine (PCP)
- Propoxyphene
- Amphetamines
- Methadone

When an alcohol test is administered during a random, reasonable suspicion, post-accident, or follow-up test, an alcohol concentration level of 0.02 or higher will be considered positive. The City reserves the right to test for substances other than those listed above.

All testing will be completed by a licensed professional vendor who will collect and analyze samples using an established protocol and scientific method that conforms with the requirements of A.R.S. § 23-493.03. Results of the test will be in accordance with generally prescribed thresholds adopted by the licensed professional collection/testing facilities. Refusal to test shall be grounds for denial of employment or for City employees, grounds for disciplinary action up to and including termination. Any positive test shall be grounds for denial of employment or for City employees, grounds for disciplinary action up to and including termination.

Tested employees shall have the right, on request, to obtain the written test results. Prior to taking final disciplinary action, the City will, at the employee's or applicant's request, give the person an opportunity to explain, in a confidential setting, a positive test result. An employee's or applicant's failure to adequately explain the test result will constitute a

violation of this policy.

The communications the City receives through this testing program that are relevant to test results are confidential and may not be disclosed except to the employees who have a legitimate business reason for knowing the information, the tested individual, or as otherwise authorized in applicable Arizona Revised Statutes. The City shall comply with the provisions of the Arizona Medical Marijuana Act.

1. Types of Testing

- a. Pre-Employment. After a contingent employment offer is made (contingent on the employee testing negative on a drug screen and successfully passing a background verification), but before the candidate begins employment, a limited panel drug screen must be conducted and results received by the Human Resources Department. Applicants who: test positive, refuse to take the test, adulterate, or substitute a specimen provided for testing will have the offer of employment withdrawn.
- b. Reasonable Suspicion. The City as an employer, has an obligation to take steps to ensure the safety of its employees and the general public. Reasonable suspicion drug and alcohol testing may be conducted when one, or more supervisors, when feasible, have observed and documented conduct and/or behaviors that may signal impairment of an employee in the workplace. Reasonable suspicion drug and alcohol testing may be conducted when the City receives information regarding an employee and his/her use of an illegal substance, misuse of prescription medications, and/or the consumption of alcohol during work hours.
- c. Post-Accident. Employees who are in positions that require a CDL are federally mandated to complete drug and alcohol testing when involved in a vehicular accident and: 1. there is a death, or 2. if a citation is issued to the employee under state or local law for a moving traffic violation arising from a work-related motor vehicle accident and when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene.
- d. Follow-Up. Any employee who self-reports alcohol or drug use must test negative for alcohol/drugs and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to work. The City will pay for the cost of the test. Once allowed to return to duty, as recommended by the SAP, an employee will be subject to unannounced follow-up alcohol/drug testing for at least 12 but no more than 60 months. The frequency and duration of the follow-up testing will be determined by the SAP.
- e. Return to Duty- Individuals in Safety Sensitive Positions, who have not performed safety sensitive job duties or been subject to a Random drug and alcohol test for a period of 90 consecutive days, must submit to a drug screen prior to resuming safety sensitive job duties.
- f. Random. Employees who are in positions that require a CDL are federally mandated to complete random drug and alcohol testing. Other employees in safety-sensitive

positions are subject to random testing. Random testing will be unannounced and spread reasonably through the calendar year. The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method. Generally, employees not in safety sensitive positions are not subject to random drug screens under this policy.

B. PROHIBITED BEHAVIOR

It is a violation of this policy to:

1. Possess, or store Controlled Substances or other intoxicants, without a valid prescription; or to manufacture, sell, trade, and/or offer for sale any Controlled Substance.
2. Report to work under the influence of drugs or alcohol, or any substance that impairs an employee's mental or physical capacity.
3. Fail to provide notice as required by this policy.
4. Test positive for any substance to which this policy applies.
5. Refuse to test.
 - a. Refusal to Test means any of the following:
 - i. Failure to appear for a required test except in the case of a pre-employment test;
 - ii. Failure to remain at the collection site for a required test except in the case of a pre-employment test when the employee leaves the collection site before the test begins;
 - iii. Failure to provide a urine specimen for a required test;
 - iv. Failure to permit direct observation when required by the testing facility;
 - v. Failure to provide sufficient urine/breath without medical evidence and explanation of this inability;
 - vi. Failure to take a second test when required;
 - vii. Failure to undergo a medical exam when required;
 - viii. Failure to cooperate with the testing process including any attempt to interfere, alter, substitute, adulterate, contaminate, or in any way affect the outcome of a drug/alcohol test;
 - ix. A verified adulterated or substituted test.

C. MANDATORY NOTIFICATIONS

1. Employees that hold a safety sensitive position or a position that requires a valid driver's license are required to notify his/her supervisor of any charge, arrest, or conviction from driving over the legal limit for alcohol or driving under the influence immediately or by the next workday.
2. Before performing work-related duties, employees must notify their supervisor in writing when the employee is taking any legally prescribed Controlled Substance, or any therapeutic drug or nonprescription drug, which is reasonably anticipated to negatively impact the ability to perform the employee's job duties (a warning label indicating impairment of mental function, motor skills, or judgment, for example). In such case, the employee may be assigned to perform work that can be safely performed while using such medication, placed on paid time off, or placed on another appropriate leave.

D. DEPENDENCE - SELF REPORTING & ASSISTANCE

1. Employees may voluntarily self-identify as being in need of help for alcohol / drug use or abuse. Employees who self-report a dependency issue will be referred for evaluation and rehabilitation. Employees will not be subject to discipline for self-reporting as long as the employee self-reports before any alcohol/drug test is ordered under this policy or any investigation regarding possible violation of this policy by the employee is begun.
2. The City recognizes that alcohol and drug abuse and addiction are treatable illnesses. The City also realizes that early intervention and support improve the success of rehabilitation. To support our employees, the City:
 - a. Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
 - b. Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
 - c. Ensures the availability of a current list of qualified community professionals.
 - d. Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program. Contact Human Resources for more information about this benefit.
 - e. Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

SECTION 15.2

WORKPLACE SAFETY

The City of Page endeavors to maintain a safe workplace for employees and the public at all times. The display or use of any form of verbal or physical abuse or violence at the workplace or while on any City business is strictly prohibited. Employees are required to report to a supervisor or management any situations or circumstances they feel are unsafe or which may contribute to personal safety problems for themselves or the public. Investigations will be conducted and disciplinary action taken for any instance of threatened or actual violence that occur within the work place jurisdiction of the City of Page.

Employees are prohibited from bringing any articles, substances, or devices classified or typically known as weapons or items harmful to persons or property to the workplace. Employees are also prohibited from possessing weapons, articles or substances which may cause harm to persons or property on their person or in a vehicle while on City property or in the conduct of City business. This prohibition does not include items such as pocket knives and/or tools or similar devices. Employees required by their position with the City of Page to possess weapons while on the job, such as certified law enforcement officers, are excluded from this regulation insofar as it concerns the specific weapon they are authorized by their department to possess and use.

SECTION 15.3

HARASSMENT, DISCRIMINATION AND ACCOMODATION

The City is an equal opportunity employer. All employees and applicants for employment are recruited, evaluated, hired, promoted, transferred, demoted, disciplined, terminated or otherwise dealt with based solely on merit, fitness for duty and such other bona fide occupational qualifications as each individual might possess. No personnel decisions concerning any term or condition of employment will be based upon membership in a protected class, or asserting rights created by law, except where such criteria constitutes a bonafide occupational requirement.

A. UNLAWFUL DISCRIMINATION

1. The City prohibits unlawful discrimination and such will not be tolerated.
2. Federal and state laws define unlawful discrimination as unequal treatment in a term or condition of employment because of one's membership in a protected category. Unlawful discrimination includes sexual harassment and harassment because of membership in a protected group. For purposes of this policy, unlawful discrimination also includes unequal treatment because an employee asserts a lawful right such as use of family medical leave, or military leave. The City is committed to taking all reasonable steps to prevent discrimination and taking necessary steps to stop any discrimination from occurring.
3. Protected groups include gender, race, color, national origin, ancestry, religion, creed, physical or mental disability, age, or genetic test results, or any other basis protected by federal, state or local law.
4. Harassment for purposes of this policy includes:
 - a. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
 - b. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
 - c. Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of the employee's gender or any other protected basis.
 - d. Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss, and offers of job benefits in return for sexual favors. Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work violates this policy and will not be tolerated.

B. UNLAWFUL RETALIATION

Retaliation against any employee who participates in a protected activity pursuant to this policy will not be tolerated. Retaliation means an adverse employment action in a term or condition of employment that is a result of an employee's participation in a protected activity. Protected activity means reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing of unlawful discrimination.

C. REPORTING

If any employee believes they have been unlawfully discriminated against or retaliated against, or is aware of unlawful discrimination/retaliation of others, the employee should report the conduct to a supervisor; a supervisor or manager in the employee's immediate chain of command; or the Human Resource Department. If for any reason an employee cannot report discrimination or retaliation to one of these individuals, the employee can report the conduct to the City Attorney.

D. ADA Accommodation

1. Any employee having difficulty performing the essential functions of their position because of physical or mental disability may request a modification or adjustment in the work environment to enable the employee to perform the essential functions of the position; this is known as an accommodation. Essential function

- means a job duty fundamental to the position and can include job functions unique to the position or special skills and abilities unique to the position or person who must fill the position.
2. A request for accommodation should be made to the Human Resource Department.
 3. The City will make reasonable accommodation for the known physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat would result. An undue hardship means significant difficulty or expense, based on a case-by-case assessment of factors such as the nature and cost of the requested/proposed accommodation and the impact of the accommodation on the City.
 4. Employees requesting an accommodation may be required to provide reasonable documentation about the disability and/or functional limitations and in some instances submit to a medical examination to determine the existence of a disability or functional limitation, ability to perform the essential functions of the position, and/or feasibility of accommodating and disability or functional limitation.

E. PROCEDURE

1. Unlawful Discrimination/Retaliation
 - a. Initial Resolution. The prohibition, correction, and deterrence of unlawful discrimination and harassment are basic and fundamental City policies. In furtherance of this goal, employees are encouraged to resolve disputes at the earliest time and lowest level possible. Therefore, an employee who is subjected to verbal, visual, or physical conduct which is offensive to the employee should respectfully inform the offender of the specific concern and request that the offender not repeat such conduct. If this action does not stop the conduct, or if the employee has any concern of violence or retaliation, the employee should report the conduct as provided below.
 - b. Reporting. Reports of unlawful discrimination or retaliation under this policy can be made verbally or in writing and should be made as soon as possible. Written reports should be submitted to the Human Resources Department. Verbal reports should be reduced to writing as soon as possible.
2. ADA Accommodation
 - a. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job the employee or applicant holds or desires may request a reasonable accommodation by contacting the Human Resource Department.
 - b. Human Resource personnel will review the request for accommodation and will meet with the employee to discuss limitations in performing the essential functions of the employee's position and potential accommodations.
 - c. Working with the employee, department, health care providers, and experts where necessary, Human Resources will facilitate discussion and evaluation of potential accommodations and whether or not such options could result in either an undue hardship or direct threat. Employees are expected to fully cooperate in the

- accommodation process. The duty to cooperate includes making every effort to provide management with current medical information upon request. Medical information will be maintained consistent with applicable privacy laws.
- d. The City Manager will make the final decision regarding the existence and viability of accommodations and will communicate that decision in writing to the employee, including the reason for any denial. Determinations will be made within 14 days of request, absent extenuating circumstances. Denial of a request for accommodation may be grieved in accordance with City policy.

SECTION 15.4

INSPECTION OF PROPERTY, EQUIPMENT, AND VEHICLES

All property, equipment and vehicles owned or paid for by the City are subject to inspections by the City Manager or designee. Employees should not expect that any City owned property or items are private. Employees who refuse to permit inspections under this policy or who fail to cooperate with inspections will be subject to discipline up to and including termination.

SECTION 15.5

SAFETY

A. GENERAL GUIDELINES

1. Employees
 - a. Employees are required as a condition of employment to adhere to the following safety rules, conserve materials, and exercise due care in their daily work to prevent injuries to themselves and fellow workers, as well as the general public.
 - b. Each employee shall:
 - i. Report all unsafe work conditions, equipment and materials to their supervisor.
 - ii. Keep working areas and station clean and orderly at all times.
 - iii. Report accidents to a supervisor immediately.
 - iv. Avoid horseplay and boisterous activities that will distract others.
 - v. Lift and handle materials properly.
 - vi. Obey all published safety rules and work instructions for specific jobs. If there is any doubt about proper procedures to follow, stop the activity until instruction is given by their supervisor.
 - vii. Only operate machinery or equipment for which they have been properly trained and authorized to use.
 - viii. Use proper tools and equipment for each job.
 - ix. Wear all proper and required safety equipment for each work area and job.
 - x. Dress safely and sensibly for work.
 - xi. Promote the safety program and make suggestions for improving work conditions and safe operation.
 - xii. Conserve materials and supplies to prevent waste.
 - xiii. Certify in writing that they understand compliance with safety regulations and policies as a condition mandatory for employment.
2. Foremen/Supervisors
 - a. Each supervisor shall ensure that:

- i. All personnel are briefed and understand work procedures and policies.
- ii. All employees are trained and retrained as necessary in the manner in which specific jobs are to be accomplished especially when hazardous conditions exist.
- iii. All employees are instructed to in the use of protective equipment.
- iv. Required safety equipment and protective devices for each job are available and used properly by each employee.
- v. Safety equipment and protective devices are properly maintained, inspected and replaced when necessary.
- vi. Safety suggestions and written comments from employees are encouraged and adopted when feasible.
- vii. Accidents are properly investigated.
- viii. Corrective action is taken promptly when hazards or unsafe conditions are recognized or observed.
- ix. Employees comply with all safety polices and regulations.
- x. There is impartial enforcement of work policies and safety rules.

3. Employee/Operator Responsibilities

- a. Inspect vehicle and equipment they are to operate each day or prior to the first trip for:
 - i. Evidence of damage. You may be responsible for accident damage that is not reported before you drive a vehicle.
 - ii. Steering, braking or other control defects.
 - iii. Operation of signals, wipers, windows and other similar equipment on the vehicle related to normal driving needs.
 - iv. Level of fluids, tire pressure, etc.
- b. Employees are to report any unsafe condition on a vehicle at once prior to operating the unit. If safety problems arise during operation the vehicle shall be taken out of service and the problems reported. If safety problems arise while an employee is out of town the problem is to be reported at once to risk manager for instruction on how to proceed.
- c. Wear seat belts.
- d. Notify police, supervisor and risk manager at once of any accident involving a City vehicle no matter how minor. If out of town, notify local police, supervisor and risk manager at once.
- e. Practice defensive driving practices and promote courteous driving practices.
- f. Maintain proper and valid driver's license for the type(s) of vehicle you are required to operate during working hours. If for any reason a driver's license is suspended or revoked, it must be reported at once to supervisor.
- g. Notify supervisor and do not operate a motor vehicle or piece of equipment when any medication or other physical impairment will affect your ability to operate safety.
- h. Not permit passengers aboard City vehicles unless authorized for official business.

4. Department Head
 - a. Each Department Head will:
 - i. Ensure that budget requests include anticipated costs for protective clothing, equipment, and modifications to meet OSHA, environmental quality, and safety standards as dictated by Federal, State and City regulation.
 - ii. Require compliance by all personnel in the department with safety rules.
 - iii. Include an employee's safety record in the basic criteria used to judge performance evaluations. Employees who cause accidents may have deficiencies that need to be identified and corrected.
 - iv. Ensure that employees are fully trained for jobs they are assigned to and that all employees in their respective departments are familiar with applicable safety regulations.
 - v. Provide leadership and a positive example in promoting safety and loss prevention.
 - vi. Communicate and review accidents and discuss procedures needed to control hazards and violations of safety policies.
 - vii. Interview individual employees and/or supervisors when necessary to ensure compliance with regulations when employees have been involved in lost time accidents, injured through negligence, or involved in vehicle accidents.
 - viii. Participate in Safety Committee meetings when needed and disseminate information to employees.
5. Disciplinary Action. Disciplinary action may be taken against employees as with any other violations when irresponsible driving behavior, attitudes, and actions cause accidents or endanger others in the operation of City vehicles and motorized equipment.

B. EMERGENCY PROCEDURES

1. Vehicle Accidents
 - a. Stop vehicles and equipment immediately and safely.
 - b. Determine injuries and notify dispatch of locations and injuries as well as any other hazards (electrical or fuel); begin first aid.
 - c. Do not move injured persons unless in imminent danger from fire or other hazards; give first aid for breathing and bleeding control until help arrives. Use caution when confronted with possibility of exposure to blood-borne pathogens.
2. Industrial Accidents
 - a. Shut down any operating equipment immediately.
 - b. Report accident to 911 dispatch and request help.
 - c. Determine injuries and begin first aid for bleeding control and breathing using caution when confronted with possibility of exposure to blood-borne pathogens.
 - d. Do not move the individual unless absolutely necessary.

- e. Determine if other hazards exist from spilled fuels or chemicals, electrical damage, etc.
 - f. Secure the area for investigation purposes.
3. Fires
- a. Notify dispatch immediately.
 - b. Evacuate the involved area/building as soon as possible.
 - c. Only attempt to fight the fire once evacuation is underway and if fire is small enough and contained locally where extinguisher will be effective.
 - d. Shut doors and windows, turn off blowers and ventilation systems to contain the fire.
 - e. Do not allow anyone to re-enter the building; secure the area to protect bystanders.
4. Other Situations
- a. Try to render the area safe to aid injured.
 - b. Notify 911 dispatch or type of problem and location, number of injured.
 - c. Keep area secured, protect others from injury.
 - d. Evacuate if spill or fumes are potentially dangerous.
 - e. Treat injured with basic first aid until help arrives, using caution if confronted with possibility of exposure to blood-borne pathogens.
5. Emergency Notification
- a. **EMERGENCY PHONE NUMBER CITY COMMUNICATIONS CENTER: DIAL 9-1-1 OR IN-HOUSE EXTENSION #4350**
 - b. After emergency notification and action has been completed then notify your foreman/supervisor through normal channels of the accident or incident as soon as possible.
 - c. Disturb as little of the scene of the incident as possible for investigation and report purposes.

C. REPORTING PROCEDURES AND REPORTS

- 1. Reporting Procedures – Accidents and Injuries
 - a. This section outlines the range of accident/injury situations likely to be faced by City of Page employees and supervisors. Each example states what procedure to follow, which reports need to be completed and who to notify of the accident / injury. An industrial injury by definition is one which arises out of, and in the course of employment or an injury caused by, the action of another directed against the employee because of their employment.
 - i. FATALITIES - The death of an employee as a result of an accident related to employment shall be reported to the Police Department immediately for emergency action and investigation. The immediate supervisor or Department Head shall also immediately notify the City Manager and Risk Manager. This same procedure shall be followed when an accident results in death to a member of the general public that involves City personnel and equipment.
 - ii. SERIOUS INJURY - Emergency procedures

shall be followed including medical treatment and notification. The immediate supervisor or Department Head will notify the City Manager and Risk Manager as soon as possible. The current workplace injury provider is called by the Supervisor and Injured Employee (if the employee is able) to report the injury and receive guidance. These injuries usually warrant treatment and handling by an emergency rescue unit.

- iii. **INJURIES REQUIRING PHYSICIAN'S TREATMENT** - Ensure that first aid has been provided. If in doubt as to the seriousness of the injury summon emergency medical response. The Supervisor and Injured Employee will call the current workplace injury provider to report the injury and receive medical guidance. The supervisor will ensure the individual is taken to a physical or medical facility without undue delay.
 - iv. **MINOR INJURIES** - Superficial injuries such as small cuts, bruises, scrapes, etc. may be treated with a first aid kit in the field or work location. The Supervisor and Injured Employee will call the current workplace injury provider to report the injury and receive guidance *even if the employee does not feel they require professional medical care*. This will protect the employee and the City if later complications develop.
 - v. **BACK INJURIES** - All claims of back injuries shall be sent to a physician as in **INJURIES REQUIRING PHYSICIAN'S TREATMENT** above.
 - vi. **ILLNESSES OCCURRING WHILE ON THE JOB** - Employees who become ill while at work shall notify their supervisor as soon as possible. If the illness is a sudden, severe medical problem such as abdominal pain, stroke, chest pain, etc., emergency medical response shall be requested through 911 dispatch. Other less severe illness situations are to be handled under normal City sick leave procedures. Supervisors shall determine whether or not the illness is related to exposure to chemicals or other job-related causes. If it is determined to be job-related the Supervisor and Injured Employee will call the workplace injury provider to report the illness and receive medical guidance.
 - vii. **INDUSTRIAL CLAIMS** - It is the responsibility of the employer to report any accident involving injury no matter how minor, within ten (10) days to the insurance carrier and Industrial Commission on forms prescribed by the Commission.
- b. Regardless of the severity of injury, employees are to report all injuries to their supervisor immediately or as soon as possible after the incident. This is to be done prior to the end of the employee's current shift or day of work. If unable to locate the supervisor, the employee shall

notify the next person in the line of administration. Employees who fail to report injuries may find claims denied for lack of information, improper reporting; or subject to investigation because of the intervening time off work.

- c. The supervisor is responsible for seeing that all applicable information is obtained, and proper reports completed. Incomplete forms will be returned for proper information.
 - d. Treatment by a physician is not necessary to validate an Industrial Claim.
 - e. Should employees receive bills for medical treatment and/or prescriptions during the course of treatment that are covered by Workmen's Compensation these should be brought to the attention of the Human Resource/Risk Management Office as soon as possible. Do not ignore bills thinking they will be later covered by insurance as the provider of the services may not have billed insurance.
2. Recurrence of Disability from Previous Injury
- a. If an employee experiences problems because of a previously reported industrial injury, they shall report the situation to the supervisor immediately. The supervisor will verify through the Manager's office the status of the claim. If the claim is still open the employee shall return to the doctor/physician who initially provided the treatment for further care.
 - b. When a claim is closed it is the responsibility of the employee to petition the Industrial Commission to have the case reopened using a form provided by the Commission.

D. REPORTS

- 1. Foremen and/or supervisors are responsible for seeing that all reports and documents concerning an incident, including unsafe conditions, are reported to their department head for forwarding to the Safety Committee and City Manager.
- 2. Several reports exist and one or more could be needed depending on the incident.
 - a. **REPORTING TO THE WORKPLACE INJURY PROVIDER** – In the event of any workplace injury the employee must notify their Supervisor. Upon notification the Supervisor and the Injured Employee will immediately call the current provider assisting with workplace injuries.
 - b. **UNSAFE CONDITIONS OR EQUIPMENT** - Unsafe conditions, equipment or other potential problems should be reported as soon as possible to a foreman or supervisor for correction. Equipment Repair Orders should be completed for defective or unsafe equipment that needs repair and the piece of equipment placed out of service. The equipment should be tagged or marked in some way so others will not use it. Unsafe conditions or situations needing correction shall be written up with a copy to the safety Committee. The original should go to the appropriate department head.
 - c. **VEHICLE ACCIDENT REPORTS** - Any time a vehicle accident occurs a report should be completed by the Page Police Department. This report will be sufficient for the

- purposes of the safety Committee.
- d. FIRE AND HAZARD REPORTS - For any incident involving fire or hazardous condition to City equipment or property the Fire Department will complete a report that will be forwarded to the Safety Committee and City Manager.

E. GUIDELINES

1. Personnel involved in accidents should:
 - a. Protect the area from further accidents.
 - b. Do not allow individuals to move objects unless to help injured.
 - c. Do not discuss fault or make admissions except to City investigators.
 - d. Obtain names, addresses of witnesses and provide only your name and address to others.
 - e. Observe the accident scene, other vehicles, equipment and persons for later reference.
 - f. Note the weather conditions, road or area conditions, and any other obstructions or factors that may have contributed to the accident including what other parties involved were doing at the time it occurred.
 - g. Notify your supervisor of the accident as soon as possible.
 - h. Call the workplace injury provider with your supervisor to file a report and receive medical guidance.
 - i. Try to avoid discussing what happened with others involved with you because they may influence your thinking or your perception of what you thought happened.
 - j. Do not discuss City insurance coverage or liability with others involved in the situation.
 - k. Do not discuss the incident with anyone unless the City Attorney or City Manager grant permission.

SECTION 15.6

MEDICAL POLICIES

A. MEDICAL REPORTS

1. All employee medical history questionnaires and medical examination reports shall become a part of the personnel file and accessible only to authorized persons as stated in the Personnel Rules and Regulations.

SECTION 15.6

TRAINING

A. EMPLOYEE TRAINING FOR SAFETY

1. Employees need to be instructed on how to perform jobs assigned and how to complete them safely. As needed, supervisors are also responsible for giving thorough instruction for on job assignments prior to having employees perform them. Having written material on the job and the equipment used to perform it also gives the employee material to review at a later time. Steps for instructing an employee generally include:
 - a. Find out how much the employee already may know about the job and tools. This will help to correct any previous training the employee may have received that was in error.
 - b. Describe and show the employee the job in sequential steps. Stress and repeat key or critical tasks and safety steps.
 - c. Have the employee perform the tasks and handle the

- equipment while you watch and make corrections. Have the individual repeat the safety items as they go through the steps. Continue this practice until you are sure the employee knows the tasks and the equipment to be used.
- d. Advise the employee of any emergency action if problems develop during the job and whom to contact for help if problems arise.

B. PROTECTIVE EQUIPMENT

1. Personal protective equipment shall be specified for locations and jobs where the potential for injury exists. Specialized protective equipment shall be provided by the City and employees shall be trained in its use and accountable for the condition of said equipment. When the use of protective equipment has been specified by the supervisor or department head for particular tasks or for general use on all jobs, its use shall be mandatory and required for continued employment. Employees should be first educated on the reasons for such equipment and the types of injuries that can result from lack of use or improper use of protective equipment. Supervisors are responsible for ensuring that employees follow safety regulations and use protective equipment.
2. Employee personal dress shall conform to the type of work expected in the normal routine of the individual's job description. Examples of scenarios to avoid include: long hair and floppy clothing around machinery, beards and mustaches where respiratory protection is required, high heeled shoes or sandals where trip hazards exist or the employee must engage in considerable walking or lifting, and sandals, loafers, or tennis shoes in machinery, industrial, shop, or hazardous materials areas. These kinds of situations can lead to personal injury.
3. Furnished protective clothing and equipment can include:
 - a. Hardhats to protect against falling objects, bumping head, or low voltage electrical sources.
 - b. Goggles, face shields, safety glasses, and welding helmets to protect from dust, particles, chips, splashing, head or dangerous rays.
 - c. Ear plugs or protectors in areas of prolonged exposure to high noise levels.
 - d. Respirators, breathing apparatus, and masks to protect against low oxygen areas or toxic fumes.
 - e. Safety shoes to guard against injury from equipment being dropped, feet being run over by wheels and sharp objects puncturing shoes.
 - f. Flotation devices in areas where water hazards exist.
 - g. Reflective vests and equipment when working at night or in traffic lanes.
 - h. Protective clothing such as gloves, aprons, leggings and suits designed to guard against burns, slag, heat, bumps, or abrasion.

C. ENFORCEMENT

1. Employees are reminded that compliance with safety regulations and policies of the City is mandatory and a condition of continued employment. Supervisors are responsible for enforcement of safety rules and policies and for instruction of employees in those regulations and procedures. Failure to comply with safety regulations shall be cause for disciplinary action.

SECTION 15.7

LIABILITY CONTROL

- A.** Liability results from actions of employees or from unsafe or dangerous conditions that are allowed to exist. Most of the liability of the City of Page can be kept in control when reasonable efforts are made to eliminate the causes of accidents that exist on City property. All employees should include such efforts and awareness in their daily responsibilities. Supervisors shall make sure periodic inspections are conducted of areas under their jurisdiction to control and correct conditions that could lead to accidents and liability.

SECTION 15.8

MOTOR VEHICLE SAFETY

The care and operation of motor vehicles and equipment is indispensable in the performance of City business. The potential for injury and liability is also high in this area. Every City employee who operates or maintains vehicles has a part to play in the safe operation and the proper care of these expensive pieces of equipment. Cost and liability control in this area can significantly impact other City programs and operations.

A. DRIVER SAFETY POLICIES

1. The City of Page has policies that are critical to driver safety and use of City-owned and employee use of personal vehicle for City of Page business.
2. Employees driving City vehicles, rental vehicles, or personally owned vehicles on City business must be fully licensed and otherwise qualified to operate a vehicle.
3. Drivers must possess and maintain a valid license.
4. All motor vehicle accidents involving City-owned/leased vehicles or personally owned vehicles being used on City business must be reported immediately.
5. All D.U.I. convictions and license suspensions are to be reported immediately to the employee's immediate supervisor.
6. Employees must follow all applicable laws and regulations relating to vehicle use and shall not text while driving.
7. Personal use of City vehicles and transporting passengers is not permitted unless authorized by management prior to vehicle use.

B. DEPARTMENT HEAD/SUPERVISOR RESPONSIBILITY

1. Review safety decisions on accidents and implement training and steps to prevent similar accidents.
2. Insist that all vehicles and motorized equipment are maintained properly.
3. Enforce City policy on use of safety equipment.
4. Verify that operators have proper state licenses for the vehicles they are required to operate.
5. Establish training procedures and demonstration programs for employees required to operate special purpose vehicles and Heavy equipment. Employees shall not operate such vehicles until they understand the vehicles' purposes, limitations, safety features, emergency procedures and can safely pass a checkout test to the satisfaction of their supervisor. Records of vehicle checkout tests shall be placed in the employee's file.
6. Review vehicle accidents with employees and at safety meetings to explain causes of accidents and how they can be prevented.

C. EMPLOYEE RESPONSIBILITIES

1. Follow sound defensive driving practices.
2. Do not operate vehicles when using medication of any type that

- will impair judgment, vision, or reflexes.
3. Check vehicles and motorized equipment for safety, fluids, tires, brakes, lights, etc. according to policy and any department training prior to operating.
 4. Do not operate specialized vehicles or motorized equipment until properly trained and checked out by supervisor.
 5. Do not permit unauthorized riders in City vehicles.
 6. Maintain driver's licenses in proper classifications for equipment operated.
 7. Report unsafe vehicles or equipment for repair.
 8. Follow all safety procedures for vehicles operation and use all safety equipment on vehicles as required by the type of vehicle being operated.
 9. In the event of an accident, follow policy and any department procedures.
 10. Remember operation of a City vehicle and the manner in which it is driven reflects in the public view on the attitude of the operator and the City as a whole. Courtesy and safety in vehicle operation along with observance of all traffic regulations are of prime importance in the handling of motor vehicles. All employees who drive vehicles owned, leased or rented or who drive personal vehicles on City business are expected to operate each and every vehicle in a safe and lawful manner.

D. MVR Reports

1. The City of Page may obtain MVR reports for each employee prior to use of a City vehicle. The City of Page may also review MVR reports for all drivers annually or more often if needed.

E. DISQUALIFICATION FROM DRIVING

1. Violations that automatically disqualify drivers from operating City vehicles are major violations and convictions which could lead to termination or disqualification of an applicant. Such violations include:
 - a. DUI; failure to stop at the scene of an accident; failure to report an accident; hit & run; vehicular assault/manslaughter/homicide; reckless driving or negligent operator; driving while under suspension or with a revoked license; possession of an open alcoholic beverage or a controlled substance while operating a vehicle; speed contest, drag racing or attempting to evade arrest.
 - b. An at-fault accident with serious injury/death or significant property damage involving negligent acts of the driver may be grounds for dismissal or disqualification from driving at any time.

F. REPORTING

An employee must inform their supervisor of any moving violation received in a City-owned, leased, or rented vehicle or in a personal vehicle while on City business. Failure to report a moving violation will result in disciplinary action.

ARTICLE 16 – PURCHASING

SECTION 16.1

It is the intent of the purchasing policy to be an intricate part of the fiscal management of the City of Page. The City's fiscal budget is the tool that establishes the financial management directive for department operations.

It shall be the responsibility of the City Manager to supervise the expenditures of all departments, divisions or services of the City government following the intent of the approved budget in an efficient and economic manner.

SECTION 16.2

PROCEDURE

- A. Purchasing - The City of Page will procure supplies, materials, equipment, services, capital improvements and other asset acquisitions deemed necessary for the delivery of quality services to its citizens using competitive bids, vendor quotations, or direct purchases. A complete history of each purchase of supplies, material, equipment, or service will be maintained through the use of expenditure request forms, purchase orders, petty cash vouchers, and vendor information in the accounts payable files.
- B. Purchasing Standards - All employees authorized to purchase goods or services for the City of Page will use the purchasing process requirements pursuant to all applicable law and this purchasing policy, and will comply with the following purchasing standards:
 - 1. The authority to purchase goods or services on behalf of the City of Page is a public trust and each purchase will be treated in a manner that will not be adverse to the interest of the City.
 - 2. Each purchase will be made impartially, fairly and without benefit or hint of personal benefit to the City representative who is making the purchase (see A.R.S. §38-503).
 - 3. No employee of the City will demand or accept a gratuity of any kind in return for making a purchase for the City. Gratuities are defined as gifts, money, or services or the promise of any gifts, money or services.
 - 4. All vendors will be dealt with a fair, courteous and honest manner.
- C. Generally, all Department Heads are responsible for that department's procurement of budgeted items or services, and for compliance with the procedures in this policy. All purchases that exceed the spending threshold for Department Heads as established by the City Manager, require prior approval by the City Manager or designee.
- D. The purchase of unbudgeted items must be approved by the City Manager.

E. UNAUTHORIZED PURCHASES

- 1. All goods or services that are to be purchased require the authorization of the Department Head. Failure to obtain authorization prior to making the purchase may be considered to be an unauthorized purchase and may result in disciplinary action.
- 2. City employees are prohibited from making purchase of items for personal use through the City's procurement process. This includes items ordered for an employee's personal use and billed to the City of Page on a vendor's invoice.

F. EXPENDITURE REQUESTS

- 1. Use
 - a. An expenditure request that has a total (exclusive of taxes

and freight) that is less than the spending threshold established by the City Manager for Department Heads requires the Department Head's authorization only to make the purchase. An expenditure request form needs to be completed and submitted to the Department Head and once the authorization is obtained, the purchase can be made. Once the purchase is made, the invoice is attached to the expenditure request form and submitted to the Finance Department for payment. No Purchase order will be issued for purchases less than \$100,000 unless specifically requested.

- b. If the expenditure request has a total (exclusive of taxes and freight), that is \$100,000 or more, a valid purchase order is required before making the purchase unless the purchase is for an item listed in the exceptions list below. Failure to obtain the purchase order prior to making the purchase may be considered to be an unauthorized purchase and may result in disciplinary action. An expenditure request form needs to be completed and submitted to the City Manager for approval of the purchase, prior to the issuance of any purchase order. Once the expenditure request form is authorized by the City Manager, the request will be forwarded to the Finance Department for the creation of a purchase order. The Purchase order will then be returned back to the purchasing department so the purchase can be made. The purchase should not be made until the department is in receipt of the signed purchase order. Once the purchase is complete, attach the invoice to the original Purchase order and Expenditure Request Form and submit to Finance for processing.
- c. If the purchase exceeds \$15,000 (exclusive of taxes and freight), three written quotes must be attached.

2. Authorization of Expenditure Requests

- a. The Department Head will approve all expenditure requests submitted by his/her department employees.
- b. The Finance Department will verify the availability of funds for the purchase, and the compliance with this policy.
- c. Expenditure requests that are not approved will be returned to the Department Head.

G. Purchases requiring Information Technology (I.T.) Approval

Any purchase for computer related equipment or software must be approved by the I.T. Department, before the purchase can be made. Purchases for accessories or consumable items (ie. ink cartridges, mouse pad, mouse etc.) do not need approval before purchasing. If approval is required, they will indicate approval to purchase by signing off on the expenditure request.

H. VERBAL APPROVAL-EMERGENCY PURCHASE

- 1. The City Manager or designee is authorized to give verbal approval prior to an emergency purchase. This process is used to make an immediate purchase where time is of the essence and the need for expediency is warranted so as not to follow the regular purchasing process.
- 2. Verbal approval must be followed by an expenditure request form and sent to the Finance Department within five (5) days from the

date of purchase.

J. EXCEPTIONS

1. The following purchases do not require an expenditure request and/or a purchase order to be submitted prior to purchasing:
 - a. Occupancy Cost (rent, utilities, etc.)
 - b. Postage
 - c. Payroll and Employee benefits
 - d. Contractual/Lease obligations
 - e. Legal and personnel advertising
 - f. Petty cash
 - g. Pension payments
 - h. Debt service payments
 - i. Insurance premiums
 - j. Undercover criminal investigations
 - k. Tax payments
 - l. Statement Pays
 - m. Annual Computer Software License Renewals

- K.** The City Finance Department will issue a list of local vendors that will not require an individual expenditure request to be filled out. These vendor payments are reconciled and paid off of a Monthly Statement and will require the department to submit information such as the line item to be charged and Department Head signature. *These types of purchases must adhere to the purchasing limits set forth in the City Code and applicable policies.*

- L.** Petty cash expenditures shall be limited to amounts of \$25.00 or less per purchase, unless specifically authorized by the Finance Director.

M. PURCHASE ORDERS

1. Use
 - a. Purchase orders will be processed for all items that are \$100,000 or more, in order to verify that the proper bidding requirements and authorizations have been received prior to purchasing. For a list of exemptions to preparing a Purchase Order see Section J. EXCEPTIONS.
 - b. Departments shall retain all copies of the purchase order document until receipt of goods and the invoice.
2. The Finance Director or designee will sign all purchase orders.
3. Receiving
 - a. Upon receipt of the goods and the invoice, the original purchase order, expenditure request and invoice shall be sent to the Finance Department. When making a purchase using the City issued credit card, the receipt can be uploaded to the paperless system and the authorization will be conveyed via submission through the online process to be completed by the cardholder.
 - b. When a partial order is received, the department should document the invoice amount on the front of the purchase order or expenditure request form and submit the invoice with a photocopy of the purchase order and expenditure request to the Finance Department. When making a photocopy of the purchase order, keep in mind that the original purchase order must be submitted when the final shipment has been received. If the balance on the original purchase order is not going to be used, then the purchase

order needs to be closed. Please indicate this on the original purchase order and submit it to the Finance Department so this closure can occur.

- c. Invoices for approved local vendors should be stamped "Okay to Pay", signed by the Department Head, and the line item to be charged recorded underneath the stamp. Invoices can then be forwarded directly to the Finance Department for reconciliation to the monthly statement.
- d. Defective or damaged goods should be returned or replaced by the vendor before payment is issued.

SECTION 16.3

RESPONSIBILITIES

- A. It is the responsibility of the City Council to adopt reasonable purchasing policies; of each Department Head to ensure department compliance; and of the Finance Department to confirm standard and effective use of all purchasing policies.
- B. The City Manager or his designee is the purchasing agent. The City Manager may authorize Department Heads to manage their budgets. The Department Head may authorize their employees to be purchasing representatives and establish purchasing levels with them as long as they comply with applicable laws and policies.
- C. The external auditor will conduct a financial audit annually.

SECTION 16.4

BUDGETED ITEMS

- A. Budgeted items may be purchased in accordance with Chapter 32 of the Page City Code.
- B. Exclusive Service. The "Sole Source Vendor" box must be checked on the Expenditure Request form and an explanation given for the "Sole Source" status of the vendor.
- C. The table below shows the procedures to follow, depending on the dollar amount of the purchase. See Chapter 32, Page City Code.

Dollar Level Table for Expenditure Request (Exclusive of Tax and Freight Charges)			
Procedure	Greater than \$0.00 and less than \$15,000	Range from \$15,000 to less than or equal to \$100,000	Greater than \$100,000
Three (3) informal written quotes are obtained from Vendor/Contractor and are submitted along with the Expenditure Request Form		Yes	
City Council approval <i>and</i> Purchase Order required <i>prior to purchase</i> .			Yes
Formal Bidding required			Yes

- D. Exception to above procedures include emergency purchases, cooperative purchasing and competitive bidding exceptions as set forth in

E. BIDDING PROCEDURES

The City will follow state law and Page City Code for all purchases and contracts subject to the formal bidding process.

F. EQUAL OPPORTUNITY

The City of Page will select providers of goods and services without regard to race, color, national origin, ethnicity, religion or creed, sex, disability, age, marital or family status.

SECTION 16.5

UNBUDGETED EXPENDITURES

A. If a department desires to make a purchase that will exceed the authorized budget or capital amount, the Department Head will submit a written request to the City Manager, containing the following information:

1. The item or service to be purchased
2. The estimated cost of the item or service
3. Suggested vendors for the item or service
4. The reason for the purchase (justification)
5. A proposal of the source of funds to pay for the purchase from within the department budget.
6. Any other information as may be required by the City Manager.

B. The City Manager will review all requests for unbudgeted purchases. If funds are available, and such requests have merit, the City Manager may authorize the purchase. All unbudgeted purchases must be approved by the City Manager prior to purchasing.

SECTION 16.5

CREDIT CARDS

A. A City issued card is for business purposes only. The card may not be used for personal use and is not transferable between cardholders. Do not lend your card to others for use. Keep your card in an accessible, but secure location. Misuse of your card will result in deactivation and disciplinary action. Department Heads will approve all purchases made on a City issued credit card.

B. City issued credit cards may be used for:

1. Airfare
2. Auto Rentals
3. Hotel Lodging
4. Business travel (including meals)
5. Gratuities up to 20%
6. Tolls
7. Parking
8. Conference/Meeting Registration Fees
9. Fuel
10. Vehicle Repairs when traveling
11. General Operating Expenses for the Department

C. City issued credit cards may not be used for:

1. Cash Advances
2. Personal Entertainment/Alcohol
3. Additional Travel Insurance Premiums
4. Costs Incurred for Failure to Timely Cancel Travel Reservations
5. Traffic/Parking Violations
6. Personal Vehicle Repairs During Travel
7. Spouse/Family Member Expenses

8. Commuting Costs
9. Laundry Service for extended travel

SECTION 16.6

MEALS

A. PER-DIEM REIMBURSEMENT

Receipts are not required when requesting reimbursement of meals and incidentals using the per-diem option. See also Article 17 – TRAVEL.

B. ACTUAL COST REIMBURSEMENT

Employees should generally use per-diem advances for meals. Department Heads may approve actual cost reimbursement instead of per-diem for meals if needed. The City will generally reimburse travelers for three meals a day. On the days of travel to or from the destination, the individual's departure and return times should determine whether a meal was incurred during the period of travel. Total meal expense for the day should generally be in line with per-diem levels. Detailed restaurant receipts are required. Individual meals over the stated per-diem rate require Department Head approval. The City will not reimburse for gratuities that are greater than accepted standards. (Currently, the domestic standard is 15-20% of the total bill.)

C. SAME DAY MEALS

Meal reimbursement for same day travel is allowed only for meals purchased out-of-town and must be reported to the Finance Department, as same day meals are taxable by IRS standards as a fringe benefit. Same Day Meals are not to be placed on City issued credit cards but will be reimbursed through Payroll.

D. BUSINESS MEETING MEALS

Business Meeting Meals must be approved by the Department Head.

SECTION 16.7

DEFINITIONS

Budgeted item refers to expenditure for goods or services, which have been approved in the City's annual budget.

Expenditure request form is a document to show the following information:

1. Department requesting the expenditure
2. If a special check write is required, (date and time needed)
3. Vendor name, address and federal tax identification
4. Special Instructions (if any)
5. Description of the purchase
6. Signature lines to show authorization for the purchase
7. Competitive quotes (if needed)

Statement Pays refer to a list of local vendors compiled by the Finance Department, that are not required to produce an individual expenditure request form because these vendor payments are reconciled and paid off of a monthly statement. These expenditures will require the department to submit information such as the line item to be charged and authorizing Department Head signature. *These types of purchases must adhere to the purchasing limits set forth in City Code and applicable policies.*

Unbudgeted Item refers to an expenditure made by a department for an item that is not identified in the City's annual budget, or for one that exceeds the authorized amount budgeted.

ARTICLE 17 – TRAVEL

SECTION 17.1

TRAVEL REIMBURSEMENT AND TRAVEL ADVANCE

- A.** Employees traveling for training, special assignments, or meetings that are subject to city reimbursement will receive reimbursement for necessary expenses in connection therewith, including fees, transportation costs, meals and lodging. Any advances are subject to prior approval by the Department Head and requested in writing on applicable forms. Generally, employees should obtain per diem advances for all meals while travelling. Travel advances are generally limited to per diems unless there is an extraordinary need for additional funds. Travel expenses are to be made in accordance with the City's travel policies as explained in this section.
- B.** All employees must keep business-related costs within reason. Employees are expected to choose conservatively. Employees should not upgrade hotel rooms, rental cars, etc. unless due to medical or other necessity. Employees should also utilize government and other discounts when available.
- C.** THE CITY OF PAGE MAY ADVANCE FUNDS AND WILL REIMBURSE THE EMPLOYEE FOR REASONABLE OUT-OF-POCKET EXPENSES UNDER THE FOLLOWING CONDITIONS:
1. The employee should pursue any other manner of reimbursement for the travel expenses and turn in any reimbursement received from other sources to the City.
 2. Entertainment expenses (e.g., alcoholic beverages, attending a show, etc.) shall not be paid by the City of Page.
 3. City of Page will reimburse or advance employees at per diem rates established by the General Services Administration (GSA) for the location to which they travel. Therefore, meal receipts are not required if the employee received a per diem advance, except when paying for meals other than for the employee, subject to supervisor approval. Meal receipts must be the actual, itemized receipt, not the credit card receipt. Lodging receipts are required.
 5. When available, approved City owned vehicles should be used. Employees requesting use of a City owned vehicle for travel purposes must possess an appropriate valid Arizona Driver's License. Employees are responsible for any traffic citations, fines and/or penalties imposed while operating a City vehicle. If needed and approved by the supervisor/department head, an employee may take a personal vehicle and receive reimbursement based upon mileage, even when a City vehicle is available. If a personal vehicle is used, the employee will be reimbursed for mileage at the federal rates as set by the IRS, but not for fuel purchased.
 6. Miscellaneous expenses such as parking fees, taxi fees, car rental and other such expenses can be paid by the City of Page, if they are a necessary part of the travel. Such expenses must be itemized on the actual travel expense sheet. Receipts must be provided for individual expenditures greater than five dollars (\$5.00).
- D.** Only the expenses of the City employee, Council member, official, or other person doing work on the City's behalf, or those expenses of a business-related guest, are allowable. Those portions of expenses attributable to spouses, children, or friends are not allowable.

- E. All travel reimbursement will be paid based upon appropriate, promptly completed, and authorized documentation.

SECTION 17.2

CITY VEHICLE USAGE POLICY

- A. City vehicles may be provided and shall be used for authorized City business only. They shall only be driven by City personnel with a valid driver's license appropriate to the vehicle type.
- B. The employee shall be responsible for the City vehicle and any appurtenant tools or equipment. Seat belts must be worn at all times.
- C. Employees who are assigned in a City vehicle on an ongoing basis shall use the vehicle only for City business and other authorized uses. All non-public safety vehicles may be assigned, at any time, to other departments for out-of-town travel.
- D. All travel outside the City in a vehicle shall be for City business only. A reasonable level of personal use during such travel may be authorized, to the extent that it is ancillary to such business travel.
- E. No smoking is allowed in any City owned vehicle at any time.
- F. Employees must comply with applicable laws pertaining to phone use in any vehicle and shall not text while driving.

SECTION 17.3

ACCIDENT PROCEDURE

If an employee is in a traffic accident in a City vehicle accident while on City business, the following procedures must be followed:

1. If injured, seek medical attention immediately.
2. Notify local police department immediately and contact the Risk Manager if possible.
3. If the other vehicle involved is parked and/or unoccupied, you must leave proper identification on the windshield. This notification should include your name, vehicle license plate number, and work phone number.

Violation of this policy, at any time, may result in disciplinary action, up to and including dismissal.

ARTICLE 18 – TECHNOLOGY

SECTION 18.1 NO EXPECTATION OF PRIVACY

The City retains the right to access or inspect any information stored or transmitted on electronic equipment owned by the City, including computers, phones, and servers, and employees therefore have no reasonable expectation of privacy in any information stored therein. The City may periodically audit, inspect, and/or monitor an employee's internet, phone or email use on City owned equipment.

SECTION 18.2 USE

Employees shall use the City's e-mail, internet, and telephone systems for City business purposes only. Any personal use of City electronic resources should not interfere with business activities. Use of City electronic resources for personal or private purposes to the extent that such use compromises security, impedes City business in any manner, negatively impacts employee productivity, or increases costs associated with the network or City operations may subject the employee to disciplinary action up to and including termination.

- A.** Employees are prohibited from engaging in certain activities when using electronic communications. These include, but are not limited to:
1. Using the internet, e-mail, and telephone system for transmitting, retrieving or storing any communications of an obscene, pornographic, defamatory, discriminatory or harassing nature. Messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, sexual preference or other offensive descriptor shall not be transmitted or received, whether or not the receiving party views the material as unwanted. Harassment of any kind by use of City electronic media is strictly prohibited.
 2. Transmitting or downloading materials that would adversely or negatively reflect upon the City or be contrary to the City's best interests; and any illegal activities are prohibited.

SECTION 18.3 SOCIAL MEDIA

The City of Page has an overriding interest and expectation in deciding what is "spoken" by its employees or volunteers on its behalf on social media sites. This policy establishes guidelines for the use of social media.

A. ACCEPTABLE USE

1. Personal Use
 - a. All City employees or volunteers may have personal social networking and social media sites. These sites should remain personal in nature and be used to share personal opinions or non-work related information. Employees or volunteers shall not speak on behalf of the City unless specifically authorized by the City. Following this principle helps ensure a distinction between sharing personal and agency views.
 - b. City employees must never use their City e-mail account or password in conjunction with a personal social networking or social media site.
 - c. Whether or not you specify on your personal social media accounts that you work for the City, your employment with the City is public record. Be mindful that whenever you discuss issues online, whether in a personal or professional capacity, your comments can be tied back to your employment with the City. Please ensure your profile and related content (even if it is personal and not official

in nature) is consistent with how you wish to present yourself as a professional and appropriate with the public trust associated with your position. Have no expectation of privacy. If you are a City employee or volunteer and decide to have a personal social media or social networking site and decide to comment on posts about City business, you must:

- i. State your name when discussing City business; and
- ii. Use a disclaimer to indicate that you do not speak on behalf of the City such as: "The postings on this site are my own and don't reflect or represent the opinions of the City of Page."

2. Professional Use

- a. Only individuals authorized by the City may publish content to an agency web site or agency social media. All official City-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with all City policies. Employees may not utilize City social media in such a way to cause actual harm or disruption to the City's mission, values, functions, or operations. Employees or volunteers must not use official City social media or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.
- b. Agency employees should be mindful that inappropriate usage of official City social media and social networking sites can be grounds for disciplinary action.

B. All City social media sites shall be (1) approved by the City IT Department; (2) published using approved social networking platform and tools; and (3) administered by IT or their designee.

C. OVERSIGHT AND ENFORCEMENT

1. Employees representing the City of Page through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites, blogs, or other social media features and may result in disciplinary action.
2. Information must be presented following professional standards for good grammar, spelling, brevity, clarity, accuracy, and avoid jargon, obscure terminology, or acronyms.
3. City employees recognize that the content and messages they post on social media websites are public and may be cited as official City statements.
4. City employees may not publish information on City social media sites that violates any City policy or that includes:
 - a. Confidential information;
 - b. Copyright violations;
 - c. Profanity, racist, sexist, or derogatory content or comments;
 - d. Partisan political views; or
 - e. Commercial or political endorsements or SPAM.

D. EXTERNAL POLICY

The following guidelines must be displayed to users on all social media

sites or made available by hyperlink.

1. Moderation of Third-Party Content

"The City of Page social media site serves as a *limited public forum* and all content published is subject to monitoring and moderation. The City reserves the right to delete unacceptable submissions. The following are examples of unacceptable social networking content and comments. The list is not intended to be all-inclusive.

- a. Profane or obscene language or content;
- b. Content that is threatening, harassing or discriminatory, including name calling;
- c. Advertises or promotes a commercial product or service, or solicitations of commerce;
- d. Infringement on copyrights or trademarks;
- e. Confidential or sensitive personal information;
- f. Incites or promotes violence or illegal activities;
- g. Promotes or endorses political campaigns or candidates; or
- h. Spam comments, such as the same comment posted repeatedly."

2. "Please note that the opinions and comments expressed on this social media site do not reflect the opinions and positions of the City of Page."

- E. If any content is posted to City social media sites that is in violation of the City's External Policy and is therefore subject to removal, the City authorized user for the site may remove the applicable content but shall immediately notify the City IT Department and City Attorney's Office and shall retain a copy of the removed content.

F. **PUBLIC RECORDS**

1. The City of Page social media sites are subject to applicable public records laws. Any content maintained in a social media format related to agency business, including communication posted by the City of Page and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

2. Records Retention

- a. Social media sites contain communications sent to or received by the City and its employees, and such communications may therefore be public records subject to the Arizona Public Records Law and ARS §41-151.12 with the associated retention schedules. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- i. Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- ii. Social media records are maintained in an

- iii. authentic format along with complete metadata. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand these Personnel Rules. I realize that the provisions contained herein pertain to me while I am an employee of the City. Additionally, I understand that this manual only represents current policies and benefits and that it does not create a contract of employment. I understand that personnel policies, procedures, and benefits of the City may change from time to time at the City's discretion.

I understand that unless otherwise provided for by law or separate written contract, my employment with the City is "at will." This means that my terms and conditions of employment may be changed with or without cause and with or without notice, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. I further understand that my status as an "at will" employee may not be changed except in a written contract of employment signed by the City. These personnel policies are not a contract of employment.

I further understand that this manual is intended for informational purposes only, and in no circumstances is meant to modify, change, or otherwise abrogate my intended at-will employment status.

Signature of Employee

Date

Printed Name

RESOLUTION NO. 1337-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING CERTAIN PURCHASING PROVISIONS OF THE PERSONNEL RULES OF THE CITY OF PAGE.

WHEREAS, the Page City Code §33.42 Rules and Regulations, provides that the City's Personnel Rules may be amended from time to time; and

WHEREAS, the City Council desires now to update §§8.2 and 8.3 of the Personnel Rules.

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

Section 1. The following revisions are hereby approved and conforming modifications shall be made to §8.2(A) of the Personnel Rules:

SECTION 8.2

SICK LEAVE

Accrued sick leave with pay shall be granted to all employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity accordance with A.R.S. 23-373 and this policy. Employees capable of performing light duty shall so advise their department head who may make these arrangements. ~~Unnecessary or unapproved Abuse or misuse use~~ of sick leave shall be cause for disciplinary action. When an employee is sick while on vacation, the day may be changed to a sick day if a physician's certificate is provided. ~~Sick leave may be used for the same purposes as allowed by FMLA leave.~~ Sick leave is not accrued while on unpaid leave, including FMLA and Worker's Compensation. The City prohibits employees from being retaliated or discriminated against for exercising their rights to paid sick leave.

A. COMPENSATION WHILE ABSENT ON SICK LEAVE

~~In order to receive compensation while absent on-~~ When the need for paid sick leave is foreseeable, the employee must make a good-faith effort to request the time off in advance and must make every effort to schedule the time off in a manner that does not unduly disrupt City business. If the need for paid sick leave is not foreseeable, the employee must contact their supervisor as soon as possible, which, absent exigent circumstances, generally means within hours of when the need for leave arose, but in any event, prior to the start of an employee's shift. ~~sick leave, the employee shall notify his/her immediate supervisor, the City Manager or designee prior to or within ½ hour of the time set for beginning his/her daily duties or as set by Department rules and regulations. Every effort shall be made to contact the immediate supervisor prior to contacting the City Manager or designee. The employee may be required to file a physician's certificate or a personal affidavit with the City Manager stating the~~

~~cause of absence.~~ After three (3) consecutive work days a supervisor may require a physician's certificate upon returning to work, but after five (5) consecutive work days, a certificate is mandatory.

Section 2. The following paragraph is hereby approved to be added to §8.3 of the Personnel Rules:

For FMLA leave specific to birth, placement, and bonding with a child, the leave must be continuous. The City does not allow intermittent leave for this type of FMLA leave. In addition, in situations where both spouses work for the City, they will share a total of 12 workweeks of FMLA leave per year for the birth, placement or bonding with a child, placement of a child with the employee for adoption or foster care, or care for a parent with a serious health condition.

Section 3. All resolutions or rules or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

Section 4. The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and the City Clerk is authorized to make formatting changes needed for purposes of clarity and form, if required.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 13th day of August, 2025, by the following vote:

Ayes	_____
Nays	_____
Abstentions	_____
Absent	_____

CITY OF PAGE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Manager**Meeting Date:** August 13, 2025**Presented by:**

Bryan Hill, Interim City Manager

Brief Title: Essential Air Service (EAS) Specialist**Agenda Section:** New Business**Action:** Other**Agenda Sub-category:** Agenda Item**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

TBD

Background:

Interim City Manager, Bryan Hill will provide information.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Attorney**Meeting Date:** August 13, 2025**Presented by:**

Bryan Hill, Interim City Manager

Josh Smith, City Attorney

Brief Title: EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(4) The City Council may vote to go into Executive Session for discussion or consultation with the attorneys of the public body regarding contracts.

Republic Services Waste Collection Contract**Agenda Section:** Executive Sessions**Action:** Other**Agenda Sub-category:** Agreement/Contract**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Confidential

Background:

Confidential

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Contract - Allied Waste Services
2. Republic Services Memo 2025

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16 MAR 36 AM 9:28



Page Utility Enterprises
P.O. Box 1180
Page, AZ 86040

Austin Jenkins
Division Manager
Republic Services, Inc.
3004 Coppermine Road
Page, AZ 86040

March 14, 2016

Re: 2016 City of Page Rates

Dear Mayor and City Council:

The contract between the City of Page and Republic Services (formerly Allied Waste) provides for annual rate increases based on the Consumer Price Index.

From 2014 to 2015, the Consumer Price Index of Western Cities increased by 1.6%. Accordingly, effective March 1, 2016 the rates for waste collection and removal will be as follows:

Residential:

- Monthly service: \$21.33
- Additional trash carts: \$4.21
- Additional recycling carts: \$2.10

We are grateful for the opportunity to serve the City of Page and its residents and look forward to another year working with you.

Respectfully submitted,

Austin Jenkins
Division Manager

577 industrial Rd
St George UT 84770
Phone: (435) 628-2821
Fax: (435) 628-6914

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AGREEMENT

FOR

RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION REMOVAL

by and between

THE CITY OF PAGE

AN ARIZONA MUNICIPAL CORPORATION

And

ALLIED WASTE SERVICES OF PAGE, INC.

d/b/a Allied Waste Services of Page//Republic Services of Page

AN IDAHO CORPORATION

Dated as of October 1, 2015

AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLABLES
COLLECTION REMOVAL

This Agreement for Residential Solid Waste and Recyclables Collection Removal (the “**Agreement**”), is made and entered into on October 1, 2015, (the “Effective Date”) by and between the CITY OF PAGE, a municipal corporation existing pursuant to the laws of the State of Arizona, (hereinafter called “**City**”), and ALLIED WASTE SERVICES OF PAGE, INC., an Idaho corporation (hereinafter called “**Contractor**” or “**Allied**”), which repeals and replaces the Agreement for Residential and Commercial Solid Waste and Recyclables Collection Removal between the Parties dated January 27, 2011.

WITNESS THAT in exercise of their powers, and in consideration of the mutual covenants, herein contained the City and the Contractor agree as follows:

SECTION 1. Recitals and Definitions.

- 1.01. In furtherance of the governmental functions of the City, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of garbage and rubbish in the City, has determined, after receiving sealed bids, pursuant to published notice, that the best interest of the City would be served by the employment of the Contractor for this purpose and the Contractor is willing to render the service of collection, transportation, and disposal of garbage and rubbish within the City upon the terms and conditions set out herein.
- 1.02. The “Contract Documents” consist of the RFP Specifications, the RFP Response of the Contractor, and this Agreement. In the event of a conflict between this Agreement and the RFP Specifications or the RFP Response of Contractor, this Agreement shall prevail.
- 1.03. The City and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.
- 1.04. For purposes of the Contract Documents, the following words and phrases shall have the meaning given herein unless their use in the text of this Agreement. Documents clearly demonstrate a different meaning. The words shall have the following meanings even if not capitalized.
 - 1.04.1 “**Solid Waste**” means all putrescible, non-putrescible, solid and semi-solid wastes, including Garbage, Rubbish, Ashes, Manure, street cleanings, dead animals, and industrial wastes, but not human excreta or Unacceptable Waste.
 - 1.04.2 “**Garbage**” means every accumulation of animal, vegetable, and other matter that attends the preparation, handling, consumption,

storage, or decay of food, or any plant and animal matter including meats, fish, fowl, birds, fruit, vegetable or dairy products, and the waste wrappers of containers thereof.

- 1.04.3 **"Ashes"** means any residue, other than salvage, from the burning of any combustible material.
- 1.04.4 **"Hazardous Waste"** means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
- 1.04.5 **"Rubbish"** means non-putrescible solid wastes, excluding ashes, consisting of both combustible and non-combustible wastes, such as paper, cardboard, waste metal, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.
- 1.04.6 **"Manure"** means animal excreta, including cleanings from barns, stables, corrals, pens, or conveyances used for stabling, transporting, or penning of animals or fowl.
- 1.04.7 **"Industrial Solid Waste"** means solid waste that results from industrial processes and manufacturing.
- 1.04.8 **"Service"** whenever used in this Contract, shall mean the furnishing of all vehicles, equipment, materials, labor and other facilities necessary to the performance of the Contract.
- 1.04.9 **"Household"** whenever used in this Contract, shall mean any dwelling or dwelling unit used for residential purposes, and shall include all one-family, two-family, three-family, or four-family mobile homes and residences.
- 1.04.10 **"Container"** whenever used in this Contract shall mean:

95 gallon wheeled trash containers supplied to all residential customers

The 95-gallon containers will be repaired or replaced at no cost to the customer, as needed, for either normal wear and tear or Contractor neglect. Damage occurring due to customer neglect will be reviewed and charged to the customer on a case-by-case basis depending upon the cost to repair or replace the unit.

1.04.11 **“Recyclables”** whenever used in this Contract shall mean: Paper, plastics (all types that are marked with a numbered recycle symbol), aluminum, metals and cardboard. Glass is excluded.

1.04.12 **“Unacceptable Waste”** means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

1.05. All the limits stated in the Contract are of the essence of the Contract.

SECTION 2. Service to be provided.

2.01. The Contractor shall provide all labor, materials, equipment, facilities and service required for the collection and removal of all solid waste of residential origin within the jurisdiction of the City of Page, Arizona, under the terms and conditions of this Agreement, and in full compliance with the General Contract Conditions and Specifications that are a part hereof, for the period beginning the 1st day of October, 2015 and ending the 31st of December, 2025.

2.02. In consideration of the full and complete performance of this Agreement by the Contractor and all of the work and services to be performed hereunder in conformity with terms and conditions of this Agreement, the City agrees to collect fees for collection of solid wastes from all residents, churches that use a residential container and City Facilities within the City and to make payments to the Contractor in accordance with this Agreement and the General Contract Conditions and Specifications.

2.03. As further consideration of this Agreement, the Contractor agrees to provide service to all City buildings, parts and other property as specified in the RFP that are attached hereto.

- 2.04.** The Contractor agrees to provide all labor, equipment, facilities, and service required to provide for any City sponsored clean-up campaigns, as specified in the RFP, at no additional cost to the City. No more than two (2) such clean-up campaigns shall be sponsored by the City during any calendar year.
- 2.05.** It is hereby understood that, by this Agreement, the Contractor is given an exclusive contract for the service to be rendered by it over all residential households within the City of Page for the term of this Agreement. This Agreement does not include contracts that may be separately negotiated by the United States government.
- 2.06.** The Contractor agrees that it will comply in all respects with all applicable ordinances, rules, regulations, and laws of the City of Page, Coconino County, State of Arizona, and the United States and all amendments thereto and with all of the General Contract Conditions and Specifications, and the Schedule of Rates made a part hereto.

SECTION 3. Fees and Rates.

3.01. Rates

The following rates and classifications for rates shall apply for the duration of this Agreement, except as modified in section 3.03, both to existing and new accounts:

A. Residential Rates

The rate for residential collection as of the Effective Date of this Agreement is \$21.00.

B. Church Rates

Churches will be allowed to use residential containers and charged the residential rate so long as the quantity of solid waste does not exceed the capacity of a residential container. If a commercial container is required Contractor will charge the church a commercial rate as it shall determine.

C. City Rates

Collection service for the City shall be paid at a rate negotiated between the Contractor and the City.

D. Special Services. As provided for herein, the Contractor is to provide special services consisting of a truck and two (2) men when requested by a

residential account. The rate for special services may not exceed \$75.00 per hour with a minimum charge of \$20.00. The \$75.00 per hour will be prorated as per actual time expended.

Container Delivery charges will be a flat rate of \$50.00.

E. Special Services Requiring the Use of Commercial Containers. If commercial containers are requested as part of a special service arrangement, the special services charge for delivery of the commercial container may not exceed \$50.00. Additional charges may be collected for each pick up (based upon container size) and disposal fee.

F. Multiple Family Dwellings Excluding Apartments, Motels, Hotels and Hometels. Multiple family dwellings limited to duplexes, triplexes and fourplexes will be allowed the option of residential rates the same as single family dwellings, except, that if a commercial container is requested it will be billed at the commercial rate.

G. Residential Administrative Costs

A certain portion of the residential and church rate collected by the City will be used to pay the costs of billing and collection services.

The above stated rates include all charges for the solid waste collection and waste transfer services. Special services will be provided by Contractor at separately negotiated rates approved by the City.

3.02. Collection of Fees

Billing for, and collection of the fees for solid waste pickup services, supplied to residential customers, churches and City departments within the City will be the responsibility of the City. Billing for special services will be the responsibility of the Contractor.

3.03. Annual Price Adjustments

The rates set forth in Section 3.01 above are valid until March 1, 2016. On March 1st, 2016 and every year on March 1st thereafter through the end of this Agreement, the rates shall be adjusted in an amount equal to the percentage of increase or decrease in the in the Consumer Price Index for Western Cities (the “**Index**”) as compared to the Index for the 12 months preceding.

SECTION 4. GENERAL CONTRACT CONDITIONS AND SPECIFICATIONS

4.01. Execution, Correlation and Intent of Documents

The Contract Document shall be signed in triplicate by the City and the Contractor. The Contract Documents are complimentary, and what is called for by any one (1) shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, transportation, and facilities required for the proper performance of the service. Materials, equipment and other facilities described in words, that so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.02. Contractor's Understanding

It is understood and agreed that the Contractor has, through careful examination, satisfied itself as to the nature and extent of the work. The type of equipment and facilities needed for the performance of the service, the specific and local conditions of the City, the accuracy of all figures and statistics provided in the supportive documents, the applicable laws and ordinances, and all other matters, that can in any way, affect the service under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

4.03. Equipment and Vehicles

All vehicles, tools, and other equipment employed in performing the service shall be maintained in a clean and sanitary condition free from rust and painted as frequently as needed.

The collection and removal of solid wastes shall be by means of vehicles supplied by Contractor and having covered bodies and approved compaction equipment, so constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicles, and all such vehicles shall be completely and securely covered, except when loading or unloading, so that no part of the contents thereof shall be exposed to view.

The type (i.e., side or rear- loader), brand name, or actual size of vehicle to be used shall be of a common nature normally used in the residential collection of solid wastes, the specific choice of that shall be the prerogative of the Contractor.

All vehicles, tools, and other equipment employed in performing the services shall be maintained in a safe condition conforming to all State and Federal occupational safety requirements.

All vehicles and containers owned by the Contractor shall display the Contractor's name and phone number on both sides of the vehicles and either the side or the front of the container.

All of Contractor's vehicles shall be radio dispatched in order to effectively remedy complaints and provide services.

4.04. Subcontracts

Contractor shall not, without prior written approval of the City, sublet or assign any portion of the service to be performed.

4.05. Performance Bond

No later than ten (10) days before the Effective Date of the Agreement, the Contractor shall furnish to the City and maintain during the term of the Contract, a performance bond securing the Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be five hundred thousand dollars (\$500,000).

The performance bond shall be payable to the City. The bond shall be executed as surety by a federally accredited banking institution or corporation admitted to issue surety bonds in the State of Arizona, regulated by the Arizona Insurance Commissioner, and with a financial condition and record of service satisfactory to the City.

The term of the bond shall be not less than twenty-four (24) months. The bond shall be extended, or replaced by a new bond in the same principal sum for the same term (i.e., twenty-four (24) months) and in the same form, bi-annually thereafter. Not less than ninety (90) days before the expiration of the initial, or any subsequent, bond(s), Contractor shall furnish a replacement bond.

4.06. Contractor's Liability Insurance

The Contractor shall maintain liability insurance insuring the City and the Contractor with regard to all damages resulting from the execution of this Contract as follows:

- A. Workmen's Compensation Liability Insurance – Statutory limits
- B. \$2,000,000.00 dollars combined single limit liability insurance for bodily injury and property damage, naming the City as additional insured to the extent of Contractor's negligence and providing the City with additional insured endorsement for any and all policies.
- C. Pollution (Environmental Impairment) Liability – Contractor shall maintain pollution liability insurance coverage of not less than three million dollars (\$3,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.
- D. Contractor shall also furnish the City with certificates of such insurance that shall be subject to approval by the City Manager for adequacy, of protection.

Each policy shall contain a requirement that, in the event of change or cancellation, ten (10) days prior written notice shall be sent by mail to the City. In each case, a certificate of Insurance describing the coverage shall be furnished by the Contractor and shall contain

appropriate wording to the effect that the policies described cover the Contractor's operation under this Agreement.

The Contractor shall indemnify and save harmless, the City from and against all loss, damages, costs or expenses that it may incur by reason of any acts or alleged negligent acts or omissions or willful misconduct of Contractor, its agents or employees in the performance of this Agreement.

4.07. Extension of Service

The service shall be extended to all new or additional residential units immediately upon request for service.

4.08. Termination

A. Right to Suspend or Terminate upon Default

- i. Upon any Contractor Default, the City may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty 30 days after the City has given notice of suspension or termination to Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public, such as the failure to collect Solid Waste for the period of time specified in Section 4.08.B.II. Notice may be given orally, in person, or by telephone to the representative of Contractor designated herein (or if he/she is unavailable, to a responsible employee of Contractor) and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty four (24) hours of the oral notification. Contractor shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms.
- ii. City may also suspend or terminate this Agreement, upon the same notice provisions, if Contractor's ability to perform is prevented or materially interfered with by a cause which excuses non-performance under Section 4.08.I despite the fact that non-performance in such a case is neither a breach nor a Contractor Default.

B. Event of Default

Each of the following shall constitute an event of default ("Contractor Default")

- I. Contractor fails to perform its obligations under any section of this Agreement and its failure to perform is not cured within ten (10) days after notice from City provided that if the nature of the breach is such that it will reasonably require more than ten (10) days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither

notice nor opportunity to cure applies to events described in subsections II through V.

- II. Contractor ceases to provide collection and transportation services for a period of two (2) business days for any reason within the Contractor's control, including labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action by Contractor's employees.
- III. Contractor files a voluntary petition for relief under any bankruptcy insolvency or similar law or an involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law which remains undismissed or unstayed for ninety (90) days.
- IV. Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) days before expiration of the performance bond, or fails to maintain all required insurance coverage in force.
- V. Contractor fails to provide reasonable assurance of performance when required hereunder.

C. **Specific Performance**

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.

D. **Damages**

Contractor shall be liable to City for all direct, indirect, special and consequential damages arising out of Contractor's Default. This section is intended to be declarative of existing Arizona law.

E. **City's Remedies Cumulative**

City's rights to suspend or terminate the Agreement under Section 4.08.A, to obtain specific performance under Section 4.08.C are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have, including a legal action for damages under Section 4.08.D imposition of liquidated damages under Section 4.08.F, or forfeiture of performance bond required pursuant to Section 3.5 of the RFP.

F. **Liquidated Damages**

The parties acknowledge that consistent courteous and efficient collection of Solid Waste is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service, commitment in

entering into this Agreement. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if Contractor fails to achieve the performance standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, the parties agree that the liquidated damage amounts of \$500.00 per violation represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

Contractor agrees to pay as liquidated damages and not as a penalty the amount set forth herein.

The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or agents and through investigation of customer complaints made directly to the City. Prior to assessing liquidated damages based on such observations or investigations, the City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/ non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/ non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City's Representative or his or her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/ non-performance. The City's Representative or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/ non-performance prior to authorizing the assessment of liquidated damages. The decision of the City's Representative or his or her designee shall be final.

The City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude the City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

G. City Default

The City shall be in default under this Agreement ("City Default") in the event the City commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, the City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

In the event of an asserted City Default, Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in Default.

H. Assurance of Performance

If Contractor (i) persistently suffers the imposition of liquidated damages under Section 4.08.F (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law in the performance of this Agreement, or (iv) performs in a manner that causes City to be uncertain about Contractor's ability and intention to comply with this Agreement, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require.

I. Force Majeure

Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party's employees (including strike, work stoppage, slowdown, sickout, picketing, or other concerted job action) or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this Section must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other party in writing as provided herein.

I. Obligation to Restore Ability to Perform. Any suspension of performance by a party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

II. Notice. The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.

J. Relationship of Parties

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venturer with City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

K. Assignment

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

I. Agency Consent Required. Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default.

II. Assignment Defined For the purpose of this Section, "assignment" shall include, but not be limited to, (i) a sale, exchange or other transfer to a third party of substantially all of Contractor's assets dedicated to service under this Agreement; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a person who is not a shareholder as of the Effective Date which results in a change in control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or

contemporaneous transactions) which has the effect of any such transfer or change of ownership or change of control of Contractor.

III. Consent Requirements. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

- i. Contractor shall pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment;
- ii. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- iii. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste / recycling management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste and all Environmental Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

IV. No Obligation to Consider. City will not be obligated to consider a proposed Assignment if Contractor is in default.

4.09. Disputes

In case any disagreement shall arise between the parties hereto or any person claiming under them in relation to this Agreement, whether as to the construction or operation thereof or the respective rights and liabilities thereunder, such disagreement shall be referred to three (3) arbitrators, one (1) to be appointed by each party, and the third to be appointed by the two (2) so by the parties appointed; and the award in writing signed by any two (2) of them shall be final; provided that such award shall be made within sixty (60) days after the reference to the said arbitrators. If either party shall refuse or neglect to

appoint an arbitrator within ten (10) days after the other shall have appointed an arbitrator, then the arbitrator so appointed by the first party shall have power to proceed to arbitrate and determine the matters of disagreement as if it were an arbitrator appointed by both parties hereto for that purpose, and his award in writing signed by it shall be final; provided that such award shall be made within thirty (30) days after such refusal or neglect of the other party to appointed arbitrator.

4.10. Contractor's Maintenance of Office

The Contractor shall, at all times during the performance of the Contract, maintain an office in the City of Page, the address and phone number of that shall be filed with the City Clerk and published in the local telephone directories.

This office shall be staffed and open to the public during normal working days and hours (8:00 a.m. to 4:00 p.m. – Monday through Friday). All complaints, questions or requests regarding service shall be received and processed by the Contractor at its office within one business day of receipt of the complaint. Only complaints regarding this Agreement shall be referred to City offices.

4.11. Financial Arrangement – Payment

- A. Payments to be made to the Contractor shall be for monthly periods and shall be based on the number of dwelling units that are receiving service. The City shall provide monthly updates to the Contractor specifying the number of residences with utility service. The Contractor will use the information provided by the City to create its monthly bill to the City for residential service.
- B. Payments to the Contractor shall be made by the City on a monthly basis with the first payment to be made within forty-five (45) days from the commencement date and each month thereafter by the same day of the month as the first payment was made.
- C. If and when the City of Page allows pro-ration of billing for water and sewer services, such pro-ration will be allowed for solid waste pickup and the Contractor's fees shall be pro-rated.

4.12. Scope of Service

The Contractor shall collect, remove, and dispose of solid waste and recyclables from all households in the City and from all City property for the period of fifteen years inclusive. For the Contract price as set forth in the Schedule of Rates, the Contractor shall collect, remove, and dispose of all solid waste and recyclables upon the following schedule, to wit:

- A. Normal household accumulation of solid waste in containers (as defined in General Contract Conditions and Specifications), once per week, with no collections on Sunday, at all family dwellings. Normal household accumulation of recyclables collected once per week. Collections will be made from the curb of the street, or other point accessible to the pickup vehicle.

- B. Normal accumulation in containers (three {3} cubic yard capacity containers or 95 Gallon Containers) at multiple-family dwellings (a building or group of buildings under common management having five [5] or more dwelling units) at a frequency that is comparable in quality to service provided single-family dwelling units, service frequency to be based on the nature of the solid waste and the number of containers desired by the management of the multiple-family dwelling units or business establishments or as the City Code may require.
- C. Normal accumulation in containers (three [3] cubic yard or 95 gallon Containers) and litter cans at all City Buildings, parks, and property at a frequency that is comparable in quality and quantity to service provided to single-family dwelling units.
- D. The Contractor shall collect the accumulation of any additional large items at the curb of the street as part of any City sponsored clean-up campaign; the Contractor to provide vehicles, equipment and labor.
- E. Under normal circumstances, no residential pickups shall occur before 6:00 a.m. or after 6:00 p.m. on any scheduled collection route. No pick-up service shall occur on Sunday, or on the holidays agreed upon by the City and the Contractor.
- F. Holiday Schedule. Following is a list of Holidays that the Contractor and its employees will celebrate. On these days, no trash service will be provided and the Transfer Station will not be open. For residential trash, the pickup schedule will be delayed by one day following the holiday with Friday's service being provided on Saturday.

HOLIDAY LIST:

New Years Day
Thanksgiving Day
Christmas Day
- G. Title to Waste. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor and shall remain with the generator of such waste.

4.13. Additional Service

Contractor may collect, remove, and dispose of solid waste as may be requested by individual householders, in excess of the scheduled pickups at rates established by the Contractor. Contractor may also collect, remove, and dispose of other solid waste such as, but not limited to, large dead animals and automobiles for that a dismantling permit has been issued at the rates established by the Contractor. Contractor shall bill and collect for any such excess pickups or services.

4.14. Collection Schedule/Routes

The Contractor may establish any schedule that is suitable to its operations and consistent with prompt and complete performance of the service, for collection in various sections of the City, provided that, services are performed on the same days of each week with at least 48 hours between collections, except in emergencies.

The Contractor's collection schedule shall be filed with the City. If a change in the schedule of record is anticipated, the Contractor shall provide adequate notification (i.e., newspaper advertisements or fliers) to the customers prior to the change taking effect. Any expenses incurred in providing this notification shall be the responsibility of the Contractor.

Collection of solid waste and recyclables shall be made at the curb of the street at each single-family residence unless other arrangements are made as allowed herein.

4.15. When Contractor Is Not Obligated To Collect

The Contractor shall not be obligated to collect and remove solid waste that has been deposited for collection by the householder in a manner not consistent with City ordinances, rules or regulations and the Contractor's operation policies.

Specifically:

- Trash or recyclables that is not contained in the container or that protrudes excessively above the top of the container.
- When a residential container has been damaged due to neglect or misuse, the Contractor may, at its discretion, charge the resident \$75 to cover the cost of replacement.
- Waste that includes Unacceptable Waste.

4.16. Delays and Damages

[The major provisions of this section are also covered by sections 4.3.9 through 4.3.19 from the RFP and can replace this section in its entirety.]

4.17. Permits and Licenses

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain them in full force and effect.

4.18. Inspection

All services shall be subject to inspection, examination, and test by the City at any and all times during the term of this Agreement. The City shall have the right to reject defective services and to require their correction. Rejected services shall be satisfactorily corrected without charges. If the Contractor fails to proceed to correct the defective services, the City may proceed to correct the defective services. In the event the City proceeds with

corrective work all direct costs occasioned in the performance of the corrective work shall be withheld and deducted from any payments due the Contractor.

Section 5. ADMINISTRATION

5.01. Contract Person

Contact person for this Agreement is:

Division Manager /	Telephone #	(928) 645-3885
General Manager		(801) 631-2826 (cell)
Allied Waste of Page	Fax:	(928) 645-2206
P. O. Box 4719		
Page, Arizona 86040		

5.02. Solid Waste Collection Service

Contractor will continue to provide solid waste and single-stream recycling collection service once time per week for each service to residential customers in full accordance with the minimum standards set forth in the City's RFP and all State and Federal regulations for solid waste collection. Contractor's residential collection equipment will accommodate 95 gallon wheeled trash containers. All residential customers will be required to use the 95-gallon containers unless special arrangements are made with Contractor.

5.03. Unforeseen and/or Catastrophic Changes

City and Contractor recognize the potential for significant changes in regulations or conditions, which may fall outside the bounds of the proposed contract. For this reason a contract review will occur at least every three (3) years during the period of the Agreement calculated from the inception date of the Agreement. These changes any include but are not limited to EPA or ADEQ regulatory issues, economic factors impacting solid waste disposal, changes in disposal sites, recycling developments, Contractor's performance, increases in operational costs, and energy options. Contractor and City will provide each other of written notice of such factors and changes. Either party may request review of the entire Agreement by notifying the other in writing in the event significant changes occur prior to the normal review period. Within 30 days of said written notice from either party, the City and Contractor will attempt to negotiate an amendment to the Agreement to address and cover such changes. If the parties cannot reach an agreement, either should be able to request mediation of the issue. If negotiation and mediation fail to resolve the problem within 90 days of the written notice, either party should be able to call for binding arbitration.

SECTION 6. Transfer Station Facilities

6.01. Transfer station cost

Contractor will maintain a transfer station is maintained in full compliance with all applicable City rules, regulations and ordinances, county, state and federal laws.

6.02. Operation

- A. Contractor will operate the transfer station in full accordance with the minimum standards set forth in the City's RFP and all State and Federal regulations for solid waste disposal.
- B. Contractor shall have no obligation to collect Hazardous Waste.
- C. Contractor will fuel and maintain transfer station vehicles and equipment at the facility it owns to support its solid waste collection business.
- D. Contractor proposes to operate the transfer station facility eight hours a day, Monday through Friday and four hours on Saturday, excluding City approved holidays. Contractor proposes to transport the solid waste to a remote site with one employee. Back up for the above listed employees will be provided by Contractor's solid waste collection employees.
- E. All solid waste collected shall be disposed of in a designated and fully permitted subtitle D landfill. In addition to the general indemnity provided in this Agreement, Contractor agrees to take absolute ownership of all Solid Waste at the time of collection and shall indemnify, hold harmless and defend City against liability for 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 arising from the waste disposal such as future contamination and pollution. Notwithstanding the foregoing, Contractor will not take title to Unacceptable Waste and shall have no indemnification obligations with respect to Unacceptable Waste.

6.03. Transfer Station Operation Cost

A resident of the City of Page, by presenting a copy of their City water bill or other proper identification, may drop-off up to 2000 pounds of residential solid waste per verified City address per quarter at no charge. Residents will pay the stated gate rate for every ton (prorated) over 2000 pounds, with a minimum charge of \$10.00, for drop-off residential solid waste at the transfer station. Loads brought to the transfer station by anyone other than the homeowner will not be eligible for the free weight allowance. Regardless of point of origin, all loads presented for disposal at the transfer station that are not covered or contained in such a manner as to prevent the spilling, dropping or blowing of waste material during transit will be charged a penalty equal to the regular cost of the transfer station fee for that load.

6.04. Regulations

All work proposed herein shall meet the current and future requirements of the Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ).

6.05. Permits

It is the Contractor's responsibility to obtain all necessary permits prior to the beginning operation. This includes City building permits, Coconino County requirements, transfer to and file consent letter and ADEQ operations permits.

6.06. Reports

The City of Page shall have the right to inspect the books and records of the Contractor with respect to operations at all times during the Agreement period during the regular business hours on the Contractor.

Additionally, monthly reports listing volume collected and volume transferred may be required in according with bid specifications.

6.07. Out of City Collection

The Contractor will be allowed to use the transfer station for out of City and commercial accounts.

SECTION 7. Miscellaneous

7.01. City Representative. The City hereby designates the City Manager, to act as its representative as to all matters arising under this Agreement and the other Project Documents. The City may designate another representative in addition to or in lieu of said representative by a written notification, delivered to Contractor. Any person designated by or pursuant to this Section shall have the authority to act on behalf of the City as to all such matters.

7.02. Arbitration. All claims, disputes and other matters in question between Contractor and the City arising out of, or relating to, the Project Documents or the breach thereof, except for claims that have been waived by the making or acceptance of final payment, shall be decided by arbitration. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Unless (i) the Agreement has been terminated, (ii) the termination of the Agreement is a subject of pending arbitration proceedings or (iii) otherwise agreed in writing, Contractor shall carry on its responsibilities during any arbitration proceedings, and the

City shall continue to make payments in accordance with this Agreement and shall continue to carry on its other responsibilities during any arbitration proceedings.

Each party shall be responsible for its own expenses related to any arbitration.

7.03. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona;

7.04. No Personal Liability. All liabilities of the parties under this Agreement are solely corporate or municipal liabilities of Contractor and the City and to the extent permitted by law the City hereby releases each director, officer, employee or agency of Contractor and Contractor hereby releases each member of the governing body, official, employee or agent of the City of and from any personal individual liability under this Agreement.

7.05. Limitation on Assignment. Neither this Agreement nor any of the payments to become due under it shall be assigned in whole or in part by Contractor or the City.

7.06. Entire Agreement. This written agreement a final expression of the agreement between the parties hereto and such Agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

7.07. Amendments. This Agreement may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the City and Contractor. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

7.08. Agreement for Benefit of Parties. This Agreement shall be for the benefit of and shall insure to and bind the parties hereto. No other person or entity shall have any rights hereunder. Nothing in this Agreement shall create any contractual relationship between a Contractor, Vendor or subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any Contractor, Vendor or subcontractor, except as may otherwise be required by law.

7.09. Notices. Any notices required or permitted under this Agreement shall be sufficient if same is duly mailed by registered or certified mail, postage prepaid, and addressed as follows:

- (a) If to the City:
City of Page, Arizona
P.O. Box 1180
Page, Arizona 86040
Attn: City Manager

(b) If to Contractor:
Allied Waste Services of Page
P.O. Box 2206
Page, Arizona 86040
Attn. General Manager

With an addition copy to:
Republic Services, Inc.
Attn: Deputy General Counsel, West Region
18500 N. Allied Way
Phoenix, AZ 85054

7.11. Antidiscrimination

The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by it because of race, creed, color, national origin, or disability.

7.12. Contract Not a Franchise

It is the understanding and intention of the parties that this Agreement shall constitute a Contract for the collection and disposition of refuse; that it shall not constitute a franchise; nor shall it be deemed or considered as such.

[Signatures on following page]

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

**ALLIED WASTE SERVICES OF
PAGE, INC.**

By 
Print Tim Oudman
Name/Title Vice President



CITY OF PAGE, ARIZONA

By 
Name: William R. Diaz
Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/10/2015

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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): E-MAIL ADDRESS: certificateteam@ccmsi.com	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Company of NA	NAIC # 43575
	INSURER C: ACE Fire Underwriters	NAIC # 20702
	INSURER D: Illinois Union Insurance Company	NAIC # 27960
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 972214** **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.

SR	TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48152351 - AOS WLR C48152363 - CA/MA/OR SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS XS	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	☒ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 4516 - Named Insured Includes: Allied Waste Services of Page, Inc. - Dba: Allied Waste Services of Page
Division Number: 4424 - Named Insured Includes: Allied Waste Services of Page, Inc. - Dba: Allied Waste Transfer Services of Page

CERTIFICATE HOLDER CITY OF PAGE PO Box 1180 Page, AZ 86040-1180 United States	CANCELLATION 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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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

GENCY		NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
ARRIER See First Page	NAIC CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48152351 and stop gap coverage for OH is covered under policy no. WCU C48152387, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

ORDINANCE NO.615-14

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, REPEALING AND REPLACING CHAPTER 9, ARTICLE 2 SUBSECTION 1 OF THE CODE OF THE CITY OF PAGE, ARIZONA, ENTITLED GARBAGE COLLECTION – EXCLUSIVE RIGHT.

WHEREAS, the Mayor and Common Council have determined that given recent amendments to Arizona State statute that the City's Code concerning Garbage Collection needs to be amended to comply with State law; and

WHEREAS, the Mayor and Common Council desire to codify such amendments of the Garbage Collection Code and that Section 9-2-1 of the Code of the City of Page should be repealed and replaced;

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

Section 1: That Chapter 9 Article 2 Subsection 1 of the Code of the City of Page, Arizona designated as "Exclusive Right" is hereby repealed in its entirety.

Section 2: That Chapter 9 Article 2 Subsection 1 of The Code of the City of Page, Arizona is hereby adopted as set forth as follows:

Section 9-2-1 Exclusive Right

A. The City has the exclusive right to engage in or authorize third parties to conduct the business of collecting and disposing of all trash, rubbish or garbage, including recyclable and/or hazardous materials, for compensation within the city limits of the city of page, except as provided by in state law. The City Council shall prescribe rules and regulations, which may include licensing requirements, governing the collection, disposal and hauling of refuse, recyclable materials and other waste management services by qualified and experienced private companies.

B. It shall be unlawful for any person to haul or cause to be hauled on or along any public street or right-of-way in the City any trash, rubbish or garbage, including recyclable and/or hazardous material, for compensation in violation of this Code, applicable state or federal law, or rules established by the City.

C. Except that nothing in this chapter shall be interpreted to prohibit construction contractors, subcontractors, or property owners from proper

Ordinance No. 615-14
Page 2

construction site cleanup and disposal at a proper landfill of "construction debris" as currently defined by A.R. S. Section 49-701.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 9th day of July, 2014, by the following vote:

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

CITY OF PAGE

By William R. Drob
Mayor

ATTEST:

Kim L. Larson
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY