MEETING NOTICE
CITY OF PAGE
CITY COUNCIL

CITY COUNCIL REGULAR MEETING

CITY HALL, 697 VISTA AVE
PAGE, ARIZONA

JUNE 26, 2024
5:30 P.M.

NOTICE OF PUBLIC MEETING AND AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Mayor Bill Diak

Vice Mayor John Kocjan	**Councilor Brian Carey**	**Councilor Kenna Hettinger**
Councilor David Auge	**Councilor Mike Farrow**	**Councilor Richard Leightner**

5. PRIORITY LIST

1. Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities
None

2. Discussion and possible action by the City Council pertaining to the City Councilors Individual Priorities
None

6. MINUTES
None

7. CONSENT AGENDA
The Consent Portion of the Agenda 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 Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

1. INFORMATION

a. Monthly Cash Allocation Comparison - April 2024

b. Page Substance Abuse Task Force Minutes - February 21, 2024

c. Page Utility Enterprises Board Minutes - April 9, 2024

d. Page Utiltity Enterprises Board - City Council Joint Special Meeting Minutes - May 8, 2024

2. MISCELLANEOUS ACTIONS

a. Amendments to the Rual Arizona Group Health Trust (RAGHT) Agreement - Resolution No. 1317-24

8. PUBLIC HEARINGS

None

9. HEAR FROM THE CITIZENS

Members of the public may address the City Council on matters that are not listed on the City Council agenda. The City Council cannot discuss or take legal action on any matters during the Call to the Public, unless the matters are properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask Staff to review a matter, or may ask that a matter be put on a future agenda. If you wish to address the Council at tonight's meeting, please raise your hand, and you will be recognized and asked to come to the podium to provide your name and address. Please limit your remarks to three (3) minutes.

10. REPORTS AND ANNOUNCEMENTS

1. MAYOR'S REPORTS AND ANNOUNCEMENTS

a. Legislative Update and discussion

2. CITY MANAGER'S CURRENT EVENTS SUMMARY

11. BOARDS AND COMMISSIONS

1. Discussion by the City Council pertaining to reports on board meetings by Board Liaisons

12. UNFINISHED BUSINESS

1. Presentation to honor high school student, Keizlyn Guanco, for designing this year's Balloon Regatta artwork

13. NEW BUSINESS

1. Discussion and possible action by the City Council pertaining to a presentation by Photon Vault for a battery storage facility

2. Discussion and possible action by City Council pertaining to a presentation for a Glamping Resort

3. Discussion and possible action by the City Council pertaining to an update on student housing at Coconino Community College

4. Discussion and possible action by the City Council pertaining to Grand Canyon Brewery exercising their option to purchase - Ordinance No. 732-24

5. Discussion and possible action by the City Council pertaining to the purchase of additional speed limit radar signs

6. Discussion and possible action by the City Council pertaining to a Notice of Special Recall Election - Resolution No. 1319-24

14. BID AWARDS

None

15. DEPARTMENTS

None

16. EXECUTIVE SESSIONS

1. EXECUTIVE SESSION
Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.
Potential Land Sale Parcel #80109012

Discussion and possible action by the City Council pertaining to a potential land sale of parcel #80109012

2. EXECUTIVE SESSION
Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.
Potential Land Sale Parcel #80210020S

Discussion and possible action by the City Council pertaining to a potential land sale of parcel #80210020S

ADJOURN

FOR YOUR INFORMATION
Next Regular Meeting Wednesday, July 10, 2024 at 5:30 p.m.

Pursuant to A.R. S. 38.431. 02, notice is hereby given to the members of the City Council and to the general public that the Page City Council will hold a meeting open to the public. Supporting documents and Staff reports, which were furnished to the City Council, with this agenda, are available for review at www.cityofpage.org or at the City Clerk's Office. Council Members of the City of Page City Council will attend either in person or by 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. This agenda may be subject to change up to 24 hours prior to the meeting.
Persons with disabilities should call Cindy Scott, City Clerk, at 928-645-4221 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 City Council agendas via email, please send your email address to cityclerk@pageaz.gov or call 928-645-4221.

CERTIFICATION OF POSTING OF NOTICE
The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of ___________, 2024, at ______p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.
CITY OF PAGE

By: ______________________________
CITY CLERK'S OFFICE

PRIORITY LIST 5. 1.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Council Strategic Priorities FY 23-27

Presented by:

Subject:

Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities
None

Attachments

Strategic Priorities FY23-27

FY 23 THRU FY 27

CITY OF
Page
ARIZONA

STRATEGIC

CITY COUNCIL PRIORITIES

Page City Council

William Diak, Mayor

John Kocjan, Vice Mayor

Dave Auge

Brian Carey

Richard Leightner

Mike Farrow

Vacant

VISION & VALUES

VISION

The City of Page shines as an eco-tourism destination and gateway to the world-renowned Grand Circle of National Parks. Page is a welcoming and family-friendly community that prioritizes education, respects cultural diversity, and preserves the scenic environment. This vibrant and active city is fiscally responsible and provides a diverse economy that offers housing, healthcare, and employment opportunities, as well as entertainment, dining, and recreational choices for residents and tourists of any age.

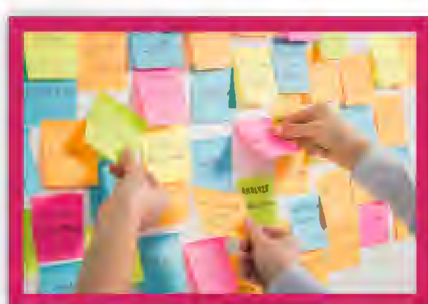
VALUES

- Teamwork and Collaboration
- Accountability, Transparency, and Proactive Communication
- Fiscal Responsibility
- Integrity
- Customer Service
- Continued Strategic Planning

OBJECTIVE CRITERIA

Objective Criteria for Decision Making

- Is it in the best interest of the community and stakeholders?
- Does it align with our goals and priorities?
- Is it achievable and sustainable?
- Is it financially viable?
- Is it legal?
- Is it fair?
- Is it safe and secure?



COMMUNITY DEVELOPMENT

A pleasant environment is a source of pride for its residents and an important component of the quality of life in an area. Community aesthetics take on an economic meaning, encouraging tourism and business recruitment. Community Development is a process by which local decision-makers and residents work together to leverage resources to increase business development and job opportunities; and attract capital to improve the physical, social and environmental conditions in the community.

Goals: Implement economic development processes that assist in the development of a strong local economy; protect neighborhoods from blighting and deteriorating conditions that have a negative impact on area property values; and encourage residents and business owner's efforts to maintain the physical environment through standards set in local ordinances.

Objective 1.1 Continue partnership and communication with stakeholders regarding streetscape development from Vista Avenue to South Navajo Drive. Budget and implement downtown streetscape that will establish design as well as strategies and policies for development and identify implementation costs associated with development enhancement programs.

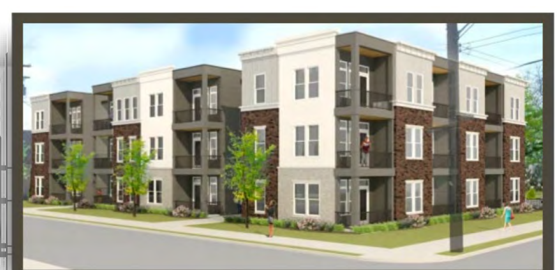
Objective 1.2 Establish a revitalization plan for the central business district (Block 17).

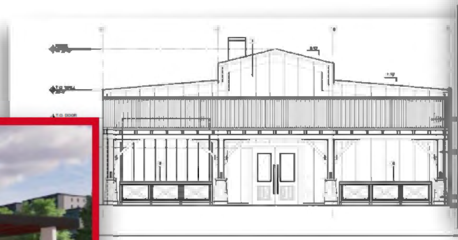
Objective 1.3 Identify City-owned properties that support medium and/or high density affordable housing and develop a plan to ensure infrastructure is available to these developable properties. Actively market to attract developers for affordable apartments, condominiums, and single-family homes.

Objective 1.4 Foster development of moderately priced housing to accommodate workforce needs. Work with potential grant sources and community housing organizations to explore housing alternative and incentivize housing development.

Objective 1.5 Promote and encourage attractive neighborhoods through City services, enforcement techniques, and compliance with City codes and regulations.

Objective 1.6 Continue supporting the Arizona League of Cities and Towns on the issues related to vacation home rentals through representation with the legislature. Utilize Arizona State Law SB1168 by adopting an ordinance to regulate vacation home rentals.





CITY OF Page ARIZONA

FISCAL STABILITY

The City is committed to maintaining fiscal stability to ensure the delivery of high-quality services. This requires an efficient transparent financial system, accurate and reliable forecasting of revenues, and control of expenses.

Goal: Operate in a fiscally prudent manner, assuring the most efficient expenditure of public funds.

Objective 2.1	Explore alternative funding mechanisms to support infrastructure and future economic development project funding.
Objective 2.2	Continue implementation of a 5-year Capital Improvement Program that balances the costs of planned capital expenses with realistic allocation of available resources.
Objective 2.3	Continue financial forecasts that allow the City to annually identify future revenue and expenditure trends and prepare plans to address problems in a timely fashion.
Objective 2.4	The Page Utility Enterprises Board has identified Water, Sewer, and Garbage Utility reserve levels to stabilize rates. The board will make rate recommendations to the City Council.
Objective 2.5	Page Utility Enterprises (PUE) staff will continue long-term financial will make rate recommendations to the City Council.
Objective 2.6	Begin planning for the future of waste collection and recycling for the City of Page.
Objective 2.7	Evaluate current City Emergency Fund cap.



HIGH PERFORMING ORGANIZATION

The City of Page strives to develop a high performing organization through continuous system and process improvements; the commitment to make time to do the "work of leadership"; and the encouragement of City employees to exercise their leadership and talents at every level of the organization.

Goal: To create an environment that supports transparency, communication, collaboration, teamwork, and high performing employees. Enable the City to recruit, retain and compete for talent, and ensure retention of institutional knowledge. Develop a functional Emergency Operation Plan to ensure a resilient organization.

Objective 3.1 Recruit and retain a skilled workforce through training and skills development, utilizing most recent trends and best practices. Conduct a salary structure review.

Objective 3.2 Continue to improve methods used by the City to communicate proactively and openly. Implement an event bulletin board and emergency event messaging.

Objective 3.3 Update City website to keep content relevant and current for customer satisfaction, and optimize the use of technology to drive efficiency, productivity, and service.

Objective 3.4 Review and implement necessary security measures throughout City-owned public facilities.

Objective 3.5 Promote community involvement through the recruitment, retention, and engagement of volunteers and the support of local organizations and partners.

Objective 3.6 Create a process to evaluate Council appointed positions.

IMPROVING INFRASTRUCTURE

The City Council is committed to maintaining and improving public infrastructure and City facilities to preserve both the physical character and livability of the community.

Goal: Maintain and improve critical City infrastructure, including streets, sidewalks, parks, trails, facilities, and utilities to support economic growth and improve quality of life in Page.

Objective 4.1	Strategically invest and support updating City facilities, including technology, and equipment.
Objective 4.2	Pursue the funding to implement a plan to provide a redundant water supply to meet City needs.
Objective 4.3	Maintain a Pavement Management Program (PMP) to ensure the preservation of roadway surfaces.
Objective 4.4	Explore alternatives for a north fire station.
Objective 4.5	Implement the recommendations from the Carollo Water Study for water and sewer utilities to ensure financial stability and prepare for growth.
Objective 4.6	Identify locations for and project the costs of converting overhead primary electric infrastructure to underground.
Objective 4.7	Review design and identify funding to move forward with Phase 3 of Horseshoe Bend development.
Objective 4.8	Implement a Master Plan for expansion and improvements to the airport.

QUALITY OF LIFE

The City strives to enhance the overall quality of life for our residents and visitors by offering high quality recreation and leisure activities and improving parks, trails, streetscape and open spaces in Page.

Goal: Maximize resources that enhance the quality of life for our residents and visitors.

Objective 5.1 Plan, design and implement community programs to enhance the quality of life in the City of Page.

Objective 5.2 Research and pursue grant opportunities to enhance recreation programs **Objective 5.3** Evaluate components of the Parks Master Plan and determine priority list.

Objective 5.4 Foster, implement and educate to allow the development of a plan for events, farmers market, public market, arts, and activities in partnership with local not-for-profits/community groups.

Objective 5.5 Establish a committee for planning a 50^{th} City anniversary celebration in 2025.

Objective 5.6 Identify funding and construct a recreational facility that includes an aquatic center.

PRIORITY LIST 5. 2.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Councilor Individual Priorities

Presented by:

Subject:

Discussion and possible action by the City Council pertaining to the City Councilors Individual Priorities
None

Attachments

Individual Priorities

PRIORITIES
CITY OF PAGE
BY
BILL DIAK

FY 2021-2022

Fiscal Responsibility
- Use resources wisely
- Always look for new revenue opportunities
- Foster accountability
- Plan for the long-term economic future
- Finish Horseshoe Bend Phase 3 to maximize revenue and visitor experience

Address Community Housing Needs
- Young families
- Low Income
- Seasonal
- Mid-Range

Infrastructure
- Pavement Management
- Future needs for development
- Water allocations and redundancy
- Infrastructure to match Master Plan

Downtown Streetscape and Revitalization
- Central Business District as well as Uptown area
- Walkable, tree lined, benches

Be proactive to Community wants
- i.e. make a plan to fund a swimming pool in 2-years

PRIORITIES
CITY OF PAGE
by
Vice Mayor John Kocjan

2013/2014

1) Secure a revenue stream to service bond debt load.

2) Increase water allocation

3) Infrastructure improvements

David Auge

Vision and Council Priorities:

- Integrity, Accountability and Transparency in all phases to our citizens and city staff.
- Fiscal Responsibility in future Budgets and spending requests brought to council
    - We must work with and support our City Manager and Department Heads on review and approval of spending requests with an eye on a realistic budget for 2021-2022 and forward so we continue with the fiscal responsibility that has been established.
- Responsive and accurate replies to citizen requests and inquiries and council input from city staff.
- City Zoning Project completed ASAP
- Strategic Planning
    - Revitalization of our downtown thru the streetscape project and driving business opportunities not just in Block 17 but elsewhere.
        - Tourism is our current and future for Page. To drive tourism we must continue enhancing the our downtown, not just in type of business but of curb appeal. The east side of LP Boulevard needs benches, shrubbery
    - Revenue opportunity at Horseshoe Bend to take advantage of its worldwide popularity thru Phase 3 building and completion. This will enhance Sales Tax revenue which will help drive continued enhancement of our parks, bike and hiking trails, and golf course for recreation, relaxation and special events for our citizens and tourist-based economy.
    - We continue to have a housing challenge for medium and low income and seasonal individuals and families. Help developers by having accurate parcel zoning and infrastructure plans in place that are conducive to timely development.
    - Continue to work with city staff on review and update of our 5-year plan to complement and guide future budgets for capital spend for needed projects and equipment as well as infrastructure needs including streets, water and sewer, and power.

2020/2021 PRIORITIES
Councilor Theresa Lee
(In no particular order)

- Improve relations and communication between the City and residents
  - Revamp City website for ease of access and ensuring user friendliness
  - Increase transparency through communications (social media, website, crier boards, local news outlets etc.)
    - More information on website in easy to find locations
    - Utilize system that is friendly to all web browsers
    - Utilize multiple popular social media platforms and other web-based information sources more consistently and to the greatest extent possible.
  - Improve listening skills within the City; specifically toward citizen wants, needs, and concerns.
  - Go above and beyond legally required minimum when reasonable.
  - Properly explain procedures, rules, and protocol to citizens when appropriately warranted.
  - Improve customer service
- Increase public outreach
  - Example: have a booth manned by city employees or council members at all major local events (balloon regatta, 4th of July, farmers market, etc.) to answer public questions and provide information on events and important/major activities (i.e. 2020 census, public surveys, current developments, etc.).
- Improve and expand infrastructure
- Improve signage throughout the city, especially in the downtown business district
- Establish emergency operations committee to identify and address risks and threats to area such as pandemics, economic collapse, flood, etc.
- Collaborate with rural communities in and out of Arizona to obtain 'best practices' for sustainability
- Review and rewrite/correct regulations which have hindered business and housing growth such as:
  - Master Plan
  - Zoning Map
  - Zoning Code.
    - Move away from Euclid zoning codes
    - Adopt form-based codes
    - Review and rewrite in a logical way that does not overtly infringe on property owner rights, is written in plain language, encourages development, removes as much 'red tape' as possible, and improves the look, feel, and over-all wellbeing of life throughout the City (form-based).
- Responsibly spend and save City funds
- Build and hire city staff to adequately address the City's needs for today and the future
  - Training

- Competitive salaries
    - Improve benefits for city personnel
    - Salary incentives for advancement (i.e. pay increase for training)
    - Review staff qualifications and skills to potentially fill other positions
    - Establish and appropriately staff Grants Department
    - Establish and appropriately staff Emergency Management Department
    - Establish and appropriately staff Media Relations Department
        - Including social media relations
    - Increase amount of fire and police personnel to meet national standards
- Include the amount of annual tourists to determine population size when comparing 'similar' areas for necessary services, resources, projections, etc.
- Focus on the needs of the citizens of Page
- Diversify the industry in the area (more than just tourism)
    - Identify other industries that will be suitable for the area
    - Work with industry experts to bring new industry to the area
- Review City owned land sales to ensure adequate fit and usage
- Improve traffic safety along Lake Powell Blvd.
    - Establish controlled left turn lanes at each controlled intersection
    - Establish controlled intersection at Lake Powell Blvd. and Vista Avenue.
- Work with ADOT, State representatives, and others to establish roundabouts at North and South Lake Powell Blvd. and Highway 89.
- Work with industry experts to improve internet and cell phone capabilities
    - Bring in more competition
    - Ensure proper amounts of high-speed and potential 5G and greater connectivity are available at all times

Philosophy

The City of Page and its City Council:

- have a responsibility to operate financially conservative to ensure long-term sustainability.
- are representatives of the residents of Page, and as such, are here to serve them.
- are tasked with ensuring the health and wellbeing of all Page residents and visitors
- are responsible for understanding that Page needs to be brought into the 21st Century.
- are responsible for proper foresight of development and advancement of Page rather than 'right now' and 'in the past'. This includes looking at not only spending, but the impact development and other regulatory decisions may have.
- should keep government as small as possible, but responsibly grow it as needs change and are identified for success and sustainability.
- must focus on the needs of residents; what is good and beneficial for residents is also beneficial for non-residents. In other words, when the City focuses on improving life for residents, a non-resident's experience is also improved.

November 30, 2020

STRATEGIC PRIORITIES FROM COUNCILOR BRIAN CAREY

1. **MAINTAIN AND IMPROVE COMMUNITY HEALTH**
    1.1. Work with federal, state and county public health departments to monitor COVID 19 pandemic and establish appropriate public health safeguards. Model community leadership as city council members. Develop action plan with public health departments and community medical resources for vaccine distribution and other responsive measures.
    1.2. Invigorate Substance Abuse Task Force to identify vulnerable populations suffering alcohol and/or drug addictions and partner with public health and social service agencies to implement solutions to reduce vagrancy and other unhealthy behaviors.
    1.3. Plan necessary improvements for city water supply and wastewater management systems. Plan for new fire station as part of improvements at the Page Airport.
    1.4. Complete redevelopment of John C. Page Memorial Park to provide public restrooms, public gathering venues, outdoor entertainment facilities and other features identified in the master plan.
    1.5. Establish pedestrian and bike paths identified in the Parks Master Plan to improve connectivity of city neighborhoods and encourage healthy activities.
2. **ENSURE LONG-TERM ECONOMIC VIABILITY AND ECNOURAGE ECONOMIC OPPORTUNITIES**
    2.1. Demonstrate flexibility and consistency in management of COVID 19 pandemic to provide the maximum stability for business operations and planning.
    2.2. Expand partnerships with Page-Lake Powell Chamber of Commerce, CREDA, Local First Arizona, Arizona Office of Tourism, Coconino Community College Small Business Development Center, Arizona Commerce Authority, Economic Collaborative of Northern Arizona, and other organizations and agencies to increase economic opportunities, especially in recreational tourism.
    2.3. Complete and begin implementation of Downtown Redevelopment Plan.
    2.4. Encourage strengthening and expansion of educational programs at Coconino Community College Page Center and CAVIAT.
    2.5. Foster development of moderately priced housing to accommodate workforce needs. Work with potential grant sources and community housing organizations to explore housing alternatives and incentivize housing development.
    2.6. Encourage improvements to existing communications and data networks and the provision of additional services to provide high-quality internet connectivity.
    2.7. Continue improvements to the main terminal, parking facilities and runways/taxiways at the Page Airport to maximize connectivity beyond Page. Maintain the Alternative Essential Air Services Contract to provide jet service for the general public.
    2.8. Relocate city garage and remove Navajo Drive fire station in order to redevelop prime downtown property, perhaps as part of an entertainment district.
3. **PARK IT IN PAGE**
    3.1. Finalize development and management of Horseshoe Bend in partnership with the National Park Service. Revise Phase 3 development plans to reduce development costs. Establish

agreements for fee collection and other operational activites as necessary. Develop trail along western city boundary with Glen Canyon NRA.

3.2. Rezone all City of Page parks in the Parks Master Plan to appropriately identify their current and planned uses. Amend plan to include assets not included in the initial park inventory.
3.3. Establish a regional mountain bike park and begin planning for development. Solicit applicable grant funding and partnerships.
3.4. Begin planning and development of a multi-purpose aquatic recreational facility.
3.5. Convene workshop for long-term planning for Antelope Valley and environs from Coppermine Road to the eastern corporate boundary.
3.6. Revisit state park possibilities for Page or adjacent federally-managed properties.
3.7. Improve Rim Trail and develop appropriate connector trails. Work with Regional Trail Alliance to identify and market hiking opportunities in Page and the surrounding areas.

4. CELEBRATE PAGE

4.1. Establish a 50th Anniversary Task Force to begin planning for community improvements and celebrations for 2025.
4.2. Establish attractive city gateways through zoning and appropriate improvements to welcome and route incoming traffic.
4.3. Work with Glen Canyon Conservancy, Grand Circle Arts Alliance, Page Unified School District and other entities to expand artistic and cultural opportunities and displays.

5. COMMUNICATE TO AND INVOLVE PAGE CITIZENS

5.1. Utilize City of Page website to communicate current and timely information.
5.2. Reduce executive sessions of the city council to maximize transparency of council discussions.
5.3. Restart advisory board/committee meetings to provide for citizen input to the city council.
5.4. Pilot video chats, podcasts, media interviews or similar outreach by councilors and/or city staff such as the weekly streamed interviews with Coconino County Supervisors.
5.5. Encourage additional council workshops and public open houses on specific focus areas to increase the exchange of ideas between citizens and council.

6. ESTABLISH SUSTAINABLE PRACTICES FOR CITY MANAGEMENT

6.1. Establish a realistic 10-year rolling capital expenditure plan for project development and equipment replacement.
6.2. Implement performance management metrics for city council appointees.
6.3. Complete updates of General Plan and Zoning Map to provide blueprint for development of additional housing and businesses.
6.4. Work with Mayor and City Manager to broaden and strengthen external communications with the private and public sectors, especially Coconino County, State of Arizona, neighboring federal agencies, and the Navajo Nation.
6.5. Revisit all city revenue sources to ensure the provision of city services and facilities on the most cost-effective basis.
6.6. Review city employee salaries and hiring practices with a focus on recruitment and retention objectives.

Richard Leightner

Council Priorities

- Review, amend (if required), and approve General Plan Land Use Map and the Code of Ordinances Zoning Map to include establishment & allocation of both affordable and market based housing....and permanently establish Parks in the Parks Master Plan, including Heritage Funded location(s) and city adopted area's (both formally accepted/assigned and future planned).
- Plan and fund infrastructure where possible as incentive for developers on recognized area's identified as Medium and/or High Density development and actively market for affordable housing.
- Complete and work with business resources and interested organizations/residents on the implementation of Downtown Streetscape Redevelopment Plan....as budget and possible grant funding allows.
- Work with the Grand Circle Artists Alliance in getting set-up for open-air marketing & music.
- Work with all organizations in Page & the surrounding area to help plan and bring tourism to activities centered here.
- Continue to plan and develop the Horseshoe Bend area as a major income source for the city.
- Attract light industry to area's marketable for such use and streamline the application & approval process. PROMOTE ECONOMIC DEVELOPMENT in the Industrial Park and maybe even partner with Navajo Nation entities in order to do so.
- Support and provide provisions for staffing the Page Police & Fire Department, and make provisions for needed equipment. Also foster good relationships with all area Law Enforcement agencies
- Establish better working/partnering relationships between Council and City Departments and provide an avenue for citizens to Q & A our actions....which leads me into the last (but certainly not least) action item/priority.
- We need to foster/improve communication between the City and Citizens...by being more visible and accessible both via social media, website(s), and local media through on-air programing, and daily/weekly updates on websites & social media outlets.
- I agree whole-heartedly with Councilor Lee's points on increasing public outreach by manning a booth at ALL major occasions & festivities in the area providing current information on upcoming/important events, developments, etc. and answering questions (or directing people to where they can find answers).

Council Priorities
City of Page
By
Mike Farrow

I) **Smart and Balanced Growth of Page**
   a. Enhance our infrastructure for Business Growth for Tomorrow and Beyond
   b. Alignment of Business and City pursuits for future successes
   c. Leverage City and Business Capabilities and Services for Page Citizens
   d. Support efforts for a strong vision and objectives for Page citizens, businesses and services for balanced growth

II) **Community Engagement and Involvement**
   a. Enhance communications to businesses and citizens
      i. Frequent, relevant, timely and concise sharing of activities, situations, issues and challenges
   b. Encourage, advertise, promote and challenge engagement and involvement in committees, task forces and work groups
      i. Create more engagement opportunities
      ii. Create more empowerment through education, orientations, mentoring, and training meetings
   c. Encourage and support education, seminars and participation in training for enhancing engagement, and involvement programs for City employees, Council Members, work groups and task forces

III) **Page Safety and Security**
   a. Establish, publish and maintain a City's Emergency Operations Plan
      i. Involve mutual aid of City, County, State and Regional Services

ii. Establish and maintain a regular EOP meeting, training and table top exercises

b. Establish and maintain a robust "Best in Class" Active Shooter Program for City, our critical infrastructure, schools, places of business, recreation and churches

   i. Establish and maintain a community integration effort of Threat Management to stay ahead of threat concerns

c. Be actively involved and support our first responder services of Law Enforcement and Fire/Rescue Services and understand and assist in the challenges in supporting our first responders, citizens and visitors.

d. Identify and support Mental Health initiatives

IV) Enhance Youth Opportunities

a. Our youth is our future and our opportunity to create structured learning cycles for their advancement.

b. Determine and provide greater trade skill learning opportunities

c. Empower our youth to support safe schools and choices

d. Provide more opportunities for youth to be involved in city and business pursuits

e. Continue to support enhanced structured and recreational activities

f. Be active and support our City's Substance Abuse Task Force

Do what's right. Integrity is core to our success

I will lead by example - give it my best and expect the best from others

I will treat others as I wish to be treated

CONSENT AGENDA 7. 1. a.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Monthly Cash Allocation Comparison - April 2024

Presented by:

Subject:

Monthly Cash Allocation Comparison - April 2024

Attachments

Report for April 2024

CITY OF PAGE
MONTHLY CASH ALLOCATION COMPARISON

		Mar-24	Apr-24
01-1110200	LGIP - GENERAL SAVINGS ACCT	15,981,171.26	16,882,455.94
01-1110250	US BANK - GENERAL SAVINGS ACCT	8,463,592.26	8,451,184.81
01-1110300	NBA CASH A/P CHKNG (COMBINED)	0.00	0.00
01-1110350	XPRESS DEPOSIT ACCOUNT	0.00	0.00
01-1110700	BOTW CASH A/P CHKNG (COMBINED)	3,773,610.07	2,984,934.72
01-1110800	BOTW CASH P/R CHKNG (COMBINED)	432,602.40	256,695.34
12-1110600	EMERGENCY RESERVE-U.S.BANK INVEST	11,421,163.74	11,404,146.94
15-1120300	LGIP - HURF SAVINGS ACCT	1,308,018.92	1,351,970.79
20-1520500	RESRVE FUND W/ TRUSTEE-AIRPORT	0.00	0.00
20-1520600	LGIP - SERIES 2011 BOND RESRV	0.00	0.00
20-1520700	US BANK - SERIES 2011 BOND RESERVE	0.00	0.00
32-1120400	NBA JCEF SAVINGS ACCOUNT	0.00	0.00
32-1120500	BOTW JCEF SAVINGS ACCOUNT	9,823.12	10,201.73
45-1110700	HSB CHECKING ACCOUNT	5,075,049.19	5,523,859.45
72-1120700	NBA FIRE PENSION SAVINGS	0.00	0.00
72-1120800	BOTW-FIRE PENSION SAVINGS	16,244.82	18,579.26
72-1121100	FIRE PENSION-INVESTMENT ACCT	625,542.01	545,511.38
		47,106,817.79	**47,429,540.36**

FUND		Mar-24	Apr-24
10	ALLOCATION TO GENERAL FUND	24,966,928.22	25,484,001.71
12	ALLOCATION TO EMERGENCY RES FUND	10,813,649.25	10,796,632.45
15	ALLOCATION TO HIGHWAY USER FUND	1,286,943.84	1,348,554.78
16	ALLOCATION TO SUBSTANCE ABUSE FUND	37,613.85	37,748.58
20	ALLOCATION TO DEBT SERVICE FUND	200,000.00	200,000.00
25	ALLOCATION TO MISCELLANEOUS GRANTS	72,403.08	295,460.40
32	ALLOCATION TO JCEF FUND	9,552.72	9,892.04
36	ALLOCATION TO DONATION FUND	40,632.50	36,798.60
40	ALLOCATION TO CAPITAL PROJECTS FUND	5,645,653.41	4,858,529.21
45	ALLOCATION TO HORSESHOE BEND FUND	-1,174,947.15	-833,689.28
46	ALLOCATION TO AIRPORT FUND	2,853,586.58	2,880,360.96
48	ALLOCATION TO LAND FUND	1,700,370.22	1,700,370.22
50	ALLOCATION TO PAGE UTILITY ENTERPRISES	-4,150.62	-3,807.95
51	ALLOCATION TO WATER FUND	-3,080.83	-2,454.90
52	ALLOCATION TO SEWER FUND	-95.08	-578.29
55	ALLOCATION TO GOLF FUND	-337,909.56	-303,940.09
57	ALLOCATION TO CEMETERY FUND	378,504.33	381,269.17
72	ALLOCATION TO FIRE PENSION FUND	608,460.88	530,764.69
		47,094,115.64	**47,415,912.30**

CONSENT AGENDA 7. 1. b.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Page Substance Abuse Task Force Minutes - February 21, 2024

Presented by:

Subject:

Page Substance Abuse Task Force Minutes - February 21, 2024

Attachments

SATF Minutes February 21, 2024

CITY OF Page ARIZONA

SUBSTANCE ABUSE TASK FORCE
REGULAR MEETING MINUTES
February 21, 2024

A Regular Substance Abuse Task Force Meeting was held at 5:30 p.m. on February 21, 2024, at Page City Hall in Page, Arizona. Chair Brittany Hansen, Member Matthew Lasslo, Member Christopher J. Hansen, and Member Michael Barnes were present. Member Janell Dickson and Member Stephen Klain were excused. Council Liaison David Auge was present.

Staff members present: Staff Liaison

CALL TO ORDER

Chair Hansen called the meeting to order at 5:33 p.m.

MINUTES

Regular Substance Abuse Task Force Meeting – December 5, 2023.
Motion made by Member Matthew Lasslo to approve the Minutes. The motion was seconded by Member Michael Barnes and passed unanimously.

HEAR FROM THE CITIZENS

No citizen addressed the Substance Abuse Task Force.

COMMUNICATIONS

Discussion only from Page Police Department on criminal activities involving substance abuse
No Discussion – not present.

Discussion only from Page Magistrate Court updates on Drug Court and its participants
Magistrate Andrew Hettinger was present and reviewed the Drug Court Program. The program has four phases at three months each. Currently, they have twelve participants in different phases, one graduate and eight who have been terminated from the program. The grant for drug court will last through September 2025 and there is a possibility to request a continuance. The Drug Court Coordinator, Vaugh Goatson, is the main person on the ground and keeps in contact with all participants. Monitoring their attendance for weekly counseling treatment, urine analysis testing twice a week, completing their assessments, and any work/community restitution hours. Drug Court meetings involve the City Attorney, Public Defender, Counseling agency, Drug Court Coordinator, and the Magistrate himself.
Magistrate Andrew Hettinger stated statistics for the last thirty days on alcohol-related arrests are at seventy-seven percent and eleven fewer arrests than last month.

Discussion only from Encompass about any updates on their substance abuse programs
Member Matthew Lasslo stated the residential treatment center bids are out. No open discussion about the Rural Detoxification Center being re-opened.

Discussion only from the Navajo Nation Behavioral Health about updates on substance abuse programs and problems in the Navajo Nation
No Discussion – not present

Discussion only from Catholic Charities any new leads or ideas to assist with substance abuse
No Discussion – not present

UNFINISHED BUSINESS

NEW BUSINESS

Discussion and Possible Action of the Substance Abuse Task Force's current budget
Discussion only

Discussion and Possible Action by the Substance Abuse Task Force on the budget request for the fiscal year 2024/2025
A motion was made by Member Matthew Lasslo to keep $5000.00 in the budget reserve and $31,000.00 in the expenditure fund. The motion was seconded by Vice-Chair Craig Simmons and passed unanimously.

Introduction to Coconino County's Tobacco and Opioid Prevention by Merle Begay, Public Health Educator (Discussion and Possible Action)
Merle Begay stated he has been working for Coconino County for two and half years and is originally from Page and graduated from Page. The location of his office is right next to Canyonlands Healthcare at 467 Vista Avenue and is open Monday through Friday from 8:30 AM to 6:00 PM. He provides community training on tobacco cessation and prevention, which includes cigarettes and E-cigarettes, their ingredients, and their effects on the body. He recently presented at Tse' Yaato' High School and had a great experience with the students. Coconino Health and Human Services has many programs to help the community such as rent assistance, utility assistance, diaper assistance, and hotel vouchers.

Introduction to Sororan Prevention Works of Coconino County by Jalen Redhair, Syringe Service Program Specialist (Discussion and Possible Action)
Jalen Redhair has been employed with Sonoran Prevention for approximately two and half years and is a student at Northern Arizona University. Sonoran Prevention Works was founded by and for people who use drugs. We focus on that through street-based outreach by offering syringe exchange, naloxone, HIV and hepatitis C testing, and providing training for individuals and groups, to reduce the stigma of drug use. We are a non-profit program; you may visit us at www.spwaz.org

ADJOURN

Chair Hansen adjourned the meeting at 6:37 P.M.

Brittany Hansen

CONSENT AGENDA 7. 1. c.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: PUE Minutes April 9 2024

Presented by:

Subject:

Page Utility Enterprises Board Minutes - April 9, 2024

Attachments

PUE Minutes for 4/9/2024

PAGE UTILITY ENTERPRISES
REGULAR BOARD MEETING
April 9, 2024

CALL TO ORDER:	**The regular meeting of the Page Utility Board was called to order at 5:30 p.m. by Chairman Tony Ferrando. The meeting was held in the Utility Conference Room, 640 Haul Road, Page, Arizona.**
ROLL CALL:	**Board members present: Chairman Ferrando, Jeff Jones, Lynn Hunter, Tom Geiger, and Council Liaison / Vice Mayor John Kocjan. Alan Nelson was excused.** **Staff present: General Manager, Bryan Hill; Finance Director, Catherine Foley; and Executive Secretary, Donna Roberts.** **Also present: City Councilor David Auge. City Attorney Joshua Smith arrived at 6:01 p.m.**
MOMENT OF SILENCE:	**The Board observed a moment of silence.**
MINUTES:	**The minutes of the March 12, 2024, regular meeting were unanimously approved upon a motion by Jones and second by Geiger.**
HEAR FROM THE CITIZENS:	**None.**
UNFINISHED BUSINESS:	**Discussion/Possible Action – Method to Move Existing Street Lights: At the February 13, 2024 meeting, the Board reviewed staff's request and voted unanimously to request the city to implement a street light modification request process and reinstall the Street Light Development Standards back into the City Code. The City Attorney, Joshua Smith advised that he has crafted an Ordinance to have them reinstalled at the April 10, 2024, City Council meeting.** **Bryan then read the agenda summary from the March 27, 2024, Council meeting with directions as follows: PUE Manager and the PUE Board are directed to draft a policy and work with the City Manager.** **Bryan explained that there were two separate issues for a request to move a street light: 1) if someone has an existing street light (which has been in place many years) and, if for some reason, they change lot lines or put in a driveway in a certain location; or 2) if they purchased two lots and split the lots, etc. The memo sent to Council was intended to invite discussion on the process that needed to be followed. This memo was then placed on the Council agenda, but that meeting did not go well. During that Council meeting Bryan referenced the City of Flagstaff's suggested modification where their City Planning and Zoning would develop a list of impacted property owners and that it shall be the requesting party's responsibility to gain written approval from each impacted property owner.**

Bryan stated that the City referred to the Utility's Rules and Regulations, Section 14A which states: "Alterations or relocation of the Utility's facilities shall be solely at the discretion of the Utility and no such alterations or relocation will be performed if to do so would, in the judgment of the Utility, adversely affect the Utility's system." Bryan confirmed this language should be in there; however, it does not accommodate the lighting issue. He added that Council did direct the Utility to move a light for a contractor who made that request to them at that meeting. Bryan said this issue needs to be formalized in the long term.

There was discussion by the Board regarding the need for a method to handle these requests long term. Board members felt that the Utility's responsibility is for the technical and mechanics and not for talking to the property owner's neighbors. This should be handled through Planning & Zoning.

Motion by Jones, seconded by Hunter, to request the Page City Council adopt a formal public process involving appropriate Departments (i.e., Planning & Zoning – Building Code – Code Enforcement – Public Works – Public Safety) resources congruent with other communities. This process would then act to authorize the Utility to make requested specific changes to existing street light configurations.

The motion carried unanimously.

Discussion/Possible Action – PUE Budget: Bryan reviewed the updates to the budgets mentioning that all changes were shown in red. He added that if there were no changes, the budgets would be ready to submit to Council.

After discussion, a motion was made by Geiger, seconded by Chairman Ferrando, to forward the four budgets as presented to City Council.

The motion carried unanimously.

NEW BUSINESS:

Discussion/Possible Action – WAPA Contract Amendment No. 3 to Contract No. 04-SLC-0514 for Electric Marketing Services: Bryan explained that WAPA has taken care of our full power agreements over the last 22 years. WAPA now wants to move in another direction and are giving notice that they can no longer continue to schedule our power allocation; however, our contract is good through March 31, 2026.

Motion by Jones, seconded by Geiger, to forward to Council for approval.

The motion carried unanimously.

Discussion/Possible Action – Franchise Fee – Board Member Jeff Jones: Jones asked to have this on the agenda for discussion because he wanted to understand why the Utility is paying the City the 2% Franchise Fee. He said that the City Attorney had clarified the issue for him and that this was something voted on and approved by the citizens in 2007. This was supposed to benefit the Utility with the ability to construct, maintain and operate its electrical system and that there was no process or procedure to modify until 2032. The City Council would have to be on board to modify to go to the voters.

REPORTS:

General Manager's Reports – March 2024: Bryan briefly reviewed the March General Manager's reports.

- Power Costs
- Update on Utilities Maintenance, Outages & Projects
- Line Crew Activities - Outages
- Water Utility Statistics, Projects & Activities
- Engineering Activities
- Waste Water Plant Updates & Activities
- Generator Operations Report

Financial Reports – February 2024: Catherine updated the Board on the February financial reports.

- Status of Utilities
- Accounts, Budget
- Financial Information

ANNOUNCEMENTS:

The next meeting will be a Joint Special Meeting between Board and Council which is tentatively set for May 8, 2024

ADJOURN:

With no further business, Chairman Ferrando adjourned the meeting at 6:41 p.m.

APPROVED:

Chairman, Page Utility Enterprises Board

CONSENT AGENDA 7. 1. d.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: PUE Joint Session Minutes - May 8, 2024

Presented by:

Subject:

Page Utiltity Enterprises Board - City Council Joint Special Meeting Minutes - May 8, 2024

Attachments

PUE Minutes for 5/8/2024

JOINT SPECIAL MEETING
PAGE UTILITY ENTERPRISES
AND
PAGE CITY COUNCIL
May 8, 2024

CALL TO ORDER: The joint special meeting of the Page Utility Board and Page City Council was called to order at 5:00 p.m. by Chairman Tony Ferrando and Mayor Bill Diak. The meeting was held in the City Council Chambers, 697 Vista Avenue, Page, Arizona. After a moment of silence, Mayor Diak led the Pledge of Allegiance.

ROLL CALL: Board members present: Chairman Ferrando, Jeff Jones, Lynn Hunter, Tom Geiger and Council Liaison / Vice Mayor John Kocjan. Alan Nelson was excused.

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

Council members present: Mayor Bill Diak; Vice Mayor John Kocjan; and City Councilors Theresa Lee (virtual), Richard Leightner, Brian Carey, David Auge. Mike Farrow was excused.

City Staff members present: City Manager, Darren Coldwell; IT Director, Kane Scott; City Attorney, Joshua Smith; Executive Assistant to the City Manager, Robin Crowther; Interim Deputy City Clerk, Sue Kennedy, and Deputy City Clerk, Jennifer Lange.

NEW BUSINESS: <u>Discussion/Possible Action – Page Utility Enterprises FY 2024-2025 Budgets</u>: Chairman Ferrando turned the meeting over to Bryan who presented the four proposed budgets for FY 2024-2025. Bryan explained that the format of the Utility budgets follows FERC guidelines. He addressed each line item and answered questions from the Council.

After discussion, City Council made a motion to accept the PUE FY 2024-2025 budgets as presented.

ADJOURN: The meeting was adjourned at 5:34 p.m. by Chairman Ferrando and Mayor Diak.

APPROVED:

Chairman, Page Utility Enterprises Board

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

CONSENT AGENDA 7. 2. a.

City Council Regular Agenda

Meeting Date: 06/26/2024

Brief Title: Adopt Resolution 1317-24 Amendment to the RAGHT Trust Agreement

Presented by: Linda Watson, Finance Director

Department: Finance

Action: Resolution

RECOMMENDED ACTION:

Clerk to introduce Resolution No. 1317-24.
Move to adopt Resolution No. 1317-24.

BACKGROUND:

The City of Page has a Trust Agreement with the Rural Arizona Group Health Trust (RAGHT) for providing health benefits to the City of Page Employees. The City of Page has been participating with RAGHT since January 2005 and signed the original agreement at that time. Recently, the Trust Board Members have approved a minor change to the original agreement , whereby the Prinicipal Office of the Trust has changed, and the Declaration of Trust has been updated. This is considered a housekeeping measure and needs to be approved by our City Council.

ALTERNATIVES CONSIDERED:

None

ADVISORY BOARD / COMMISSION ACTION:

None

Fiscal Impact

Fiscal Year: 2024

Amount Requested: .00

Line Item(s): 10.220.4000

Budget Impact:

No fiscal impact for this change.

Attachments

Resolution 1317-24

RAGHT Proposed Declaration of Trust

RESOLUTION NO. 1317-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA APPROVING THE AMENDMENTS TO THE RURAL ARIZONA GROUP HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST DATED JULY 01, 2012

WHEREAS, Section 11-952.01(C) of the Arizona Revised Statutes authorizes two or more public agencies to enter into agreements for the provision of employee health benefit programs; and

WHEREAS, On July 1, 2002, certain Arizona public entities entered into an Agreement and Declaration of Trust (the “Trust Agreement”) establishing the Rural Arizona Group Health Trust (the “RAGHT”) for the purpose of providing health benefits to employees of the Participating Entities; and

WHEREAS, City of Page has been a Participating Entity in RAGHT since January 01, 2005; and

WHEREAS, the RAGHT Board of Trustees at its meeting of February 23, 2024 approved an amendment to the Trust Agreement as set forth in the attached Exhibit “A” with an effective date of July 1, 2024;

WHEREAS, The Trust Agreement amendment provision also require 2/3rds of the RAGHT Participating Entities’ governing boards approval of the amendment for it to be effective;

WHEREAS, the RAGHT Trustees have signed their approval of the amendment and directed presentation of the amendment to the governing boards of the Participating Entities of RAGHT for consideration and approval; and

WHEREAS, the City Council of City of Page has determined that it is in its and its employees best interests to approve the amendment.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS

The City Council of City of Page hereby approves and adopts the proposed amendment to the RAGHT Agreement and Declaration of Trust with an effective date of July 1, 2024 which is set forth in the attached Exhibit “A”.

APPROVED AND ADOPTED this ______ day of ________________, 2024.

____
Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
Attorney

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Carefree

By: Gary Neiss

Title: Town Administrator

Date: May 22, 2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Desert View Schools

By:

Title: Chief Operations Officer/Trustee/Chairman

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Eagar

By: Jessica Vaughan

Title: Town Clerk

Date: 5/15/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of HOLBROOK

By: PAT NICHOLS Pat Nichols

Title: Dir. of Administration

Date: 5-14-2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Kingman Academy

By: Eric Lillis

Title: Executive Director

Date: 5-14-24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Miami

By: Karen Perrino

Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Page, Arizona

By: Linda L. Watson Linda L. Watson

Title: Finance Director

Date: 5-14-2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Parker

By: Megan Poe

Title: Megan Poe - Finance Manager

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Pine-Strawberry Water I.D.

By: Kristie Allen

Title: Trustee

Date: 5/20/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Safford

By: Danielle Nelson

Title: HR Officer

Date: 3/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: CITY OF ST JOHNS

By: Paul Ramsey

Title: CITY MANAGER

Date: 5/22/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Snowflake

By: Katie Melser

Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Springerville

By: Kelsi Miller

Title: Town Clerk

Date: 5|14|2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Taylor

By:

Title: Town Manager

Date: 5/22/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Wellton

By: Sandra Jones

Sandra Jones

Title: Deputy Town Clerk

Date: 5/22/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Williams

By: Sandele [illegible]

Title: City Clerk

Date: May 20, 2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Winslow

By:

Title: City Manager

Date: 05/14/2024

PROPOSED AMENDMENT TO THE DECLARATION OF TRUST
Rural Arizona Group Health Trust

This document sets forth a proposal to amend the Rural Arizona Group Health Trust ("RAGHT") Amended and Restated Declaration of Trust ("Trust Agreement") as to the Principal Office location.

The following sets forth the specific proposed amendments to the Trust Agreement, new language added in capital letters and in bold, deleted language lined through, and a statement explaining the purpose and effect of these amendments.

I. PROPOSED TRUST AGREEMENT AMENDMENT:

Current Language:

Article II. Purpose of Trust and Application of the Fund.

…

~~2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc., located in the City of Kingman, County of Mohave, State of Arizona (herein after designated and referred to as the Principal Office).~~ **[Deleted]**

Article IV. Powers and Duties OF Trustees.

4.17 Fiscal Year End Audit.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002, and end on the 30th day of June 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons ~~at the principal office of the Trust~~ **BY CONTACTING THE CURRENT TRUST ADMINISTRATOR**. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

II. STATEMENT EXPLAINING THE PURPOSE AND EFFECT OF THE AMENDMENT

A. Purpose of the Amendment. The purpose of the proposed Amendments is to address the fact that the Trust does not have a Principal Office and that the best way to obtain documents is to contact the Trust Administrator, currently Gallagher Benefit Services.

B. Effect of the Amendment. The effect of the Amendment will be to delete the reference to a Principal Office, which does not exist, but to still inform where the documents for the Trust may be obtained.

Rural Arizona Group Health Trust
(RAGHT)

AMENDED AND RESTATED DECLARATION OF TRUST

Effective:
July 01, 2002
Amended:
July 01, 2005
July 01, 2007
July 01, 2012

TABLE OF CONTENTS

This Amended and Restated Agreement and Declaration of Trust (hereinafter referred to as "Trust Agreement" or "Agreement"), by and between The Participating Entities for the administration of the Trust in accordance with the terms and provisions of this Trust Agreement is made and entered into effective July 1, 2012.

RECITALS

WHEREAS, A.R.S. § 11-952.01 provides a vehicle through which public agencies in the State of Arizona may come together to cooperatively provide for the provision of certain employee benefits; and

WHEREAS, The Participating Entities desire to enter into an agreement to provide and maintain a program of health and welfare benefits for the Employees of the Participating Entities and to certain other persons deemed eligible for coverage hereunder; and

WHEREAS, To effect the aforesaid purpose, it is mutually beneficial to the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, The Participating Entities which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the Trustees, be deemed parties to this Agreement and Declaration of Trust.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" shall mean Employees, their dependents and such other persons designated by the Participating Entities as eligible for coverage provided herein under and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s) or firm employed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" shall mean any person employed by a Participating Entity on a regular basis working not less than the number of hours per week required by the Participating Entity for eligibility, and who are not eligible for benefits under any other Health and Welfare program to which the Participating Entity makes contributions.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to the authority granted to them in this Trust Agreement and as set forth in the applicable Summary Plan Description.

1.05 "Employee Contributions" shall mean any contributions made by Beneficiaries whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by Participating Entities comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total charges paid by each Participating Entity to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust set forth therein, and those things of value which comprise the corpus and additions to the Fund.

1.09 The Name of this Trust is and shall be the Rural Arizona Group Health Trust.

1.10 "Participating Entities" shall mean those entities listed in Exhibit A which is attached hereto and incorporated by reference herein, and such additional Participating Entities as may be approved for membership by the Board of Trustees pursuant to Article XIII of this Agreement and Declaration of Trust.

1.11 "Summary Plan Description" (SPD) shall mean the document which generally describes health and welfare benefits to be provided by the Trust to the Beneficiaries.

1.12 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.13 "Trustees" shall mean the Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Creation of Trust Fund. There is hereby declared and created the Rural Arizona Group Health Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to those described under Article 4.05 of this Agreement and Declaration of Trust whether through one or a combination of self-funded or insured programs.

2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc. located in the City of Kingman, County of Mohave**,** State of Arizona (hereinafter designated and referred to as the Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the Participating Entities as provided herein and may resign or be removed at any time by their respective Participating Entities. Trustees must be employees of the Participating Entity.

3.02 Membership and Appointment. . The Board of Trustees shall be comprised of one Trustee appointed by each Participating Entity. Each Participating Entity shall make or rescind appointments as necessary to comply with the requirements of this Section. The appointing Participating Entity may remove a Trustee at any time without cause. In the event of the death, removal or resignation of a Trustee, the appointing Participating Entity shall designate a successor Trustee. Upon acceptance of his/her appointment in writing, the successor shall succeed to the legal interest of his/her predecessor and have the same powers and duties. Participating Entities may appoint alternate Trustees to vote on behalf of an absent Trustee. Participating Entities shall submit written notice of appointment or rescission of appointment of a Trustee or alternate Trustee to the Trust.

3.03 Votes. If the number of Participating Entities does not exceed two (2), each Participating Entity shall be entitled to cast two (2) votes in matters requiring a vote by the Board of Trustees. In the event that the number of Participating Entities exceeds two (2), each Participating Entity shall be entitled to cast one (1) vote.

3.04 Terms of Office. Following appointment, Trustees shall serve until such time as they are removed, resign or cease to be employees of the Participating Entity that they were designated to represent. In the event that a Trustee is removed, resigns or ceases to be an employee of the designating Participating Entity, the position shall be deemed vacant and a new Trustee shall be designated by that Participating Entity.

3.05 Executive Committee. In the event that the number of Participating Entities exceeds seven (7) the Board of Trustees may, by a 2/3 vote, elect to designate an Executive Committee who shall exercise such powers and duties as may be provided in the Bylaws of the Trust. The Executive Committee shall consist of the Chairperson and at least two other Trustees selected by majority vote of the Board. The Term of the elected members of the Executive Committee shall be one year. Vacancies on the Executive Committee shall be filled by majority vote of the Board.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by the Board of Trustees who shall be selected and shall serve as provided in Article III.

4.02 Trustees' Acceptance. The Trustees named in the preceding Section, by their signatures to this Trust Agreement, hereby accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, auditors, engineers, private consultants, advisors, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. When acting upon advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts performed or not performed except for their own gross negligence, bad faith or willful misconduct.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the Summary Plan Description including the exclusions of coverage.

(e) ensure that all valid claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

(c) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, and operation of and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

(a) Accidental and sickness weekly indemnity
(b) Long and short-term disability
(c) Accidental death and dismemberment
(d) Dental benefits
(e) Vision benefits
(f) Life insurance
(g) Hospital, surgical, professional, in-patient, out-patient, prescription drug and other group medical products customarily made available to employee groups.
(h) Employee wellness programs, employee assistance programs, utilization review programs, claims management programs and other programs intended to improve employee health, reduce costs to the Trust and Beneficiaries and otherwise manage losses.

4.06 Deposits and Investments. All corpus or portions of the Fund not expended pursuant to this Article IV may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments and in a manner consistent with applicable Arizona law pertaining to investment of public funds.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and other financial institutions and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees may receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity or expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts, vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies or investments shall be signed by appropriate signatures as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by majority vote of the Board of Trustees

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the Participating Entities.

4.12 Selection of Officers and Recording Secretary. The Trustees shall elect from among themselves at their first meeting, and annually thereafter, the following officers: Chairperson, Vice Chairperson and Treasurer who shall serve as officers of the Trust. The Trustees shall further designate annually a Recording Secretary, who need not be a Trustee. The powers and duties of the officers shall be specified herein or in the Bylaws.

4.13 Trustees' Meetings. The Trustees shall hold an initial Board meeting as soon as practical after being appointed. The Trustees shall determine the time and place of the regular meetings which shall be held at least quarterly. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken. Meetings shall be conducted in accordance with applicable provisions of A.R.S. § 38-431 et seq. and the Bylaws. Written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees as required by applicable open meeting laws. Notice and agendas of meetings of the Board of Trustees shall be made and posted as provided in the Arizona Open Meeting Law, A.R.S. § 38-431 et seq., as amended from time to time, and any successor statute. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which all Trustees are present, in person or concerning which all Trustees have waived notice in writing, shall be a valid meeting without requirement that notice be given to the Trustees.

4.14 Quorum Requirement. To constitute a quorum at any regular or special meeting of the

Trustees, there must be present in person or by telephonic or other electronic means Trustees or Alternate Trustees from at least a majority of the Participating Entities.

4.15 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time by the Trustees.

4.16 Successor Trustees. The Trustees and their successors, from time to time acting hereunder, shall have all the rights, powers and duties of the initial Trustees, named herein.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002 and end on the 30th day of June, 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons at the principal office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

4.18 Bylaws, Rules and Regulations. The Trustees shall have the power to adopt bylaws, rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such bylaws, rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits there under. Adoption or amendment of bylaws, rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.19 Bonding Requirements. The Trustees shall procure fidelity bonds for the Trust and/or persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such amount to reasonably aid in reimbursing bondable loss of money, and to meet the requirements as may be required, from time to time of applicable United States or State law. Such bonds are to be obtained from such reputable fidelity or surety companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, each Participating Entity shall contribute to the Fund an amount determined by the Trustees to be necessary to pay for the benefits provided hereunder to the Employees and other persons covered by the Employee Benefit Program. The Entity Premium shall be due and payable as of the date specified in the Bylaws. The Entity Premium shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Interest on Premiums in Arrears. Entity Premiums not paid as of the due date as provided in Section 5.01 shall be subject to the late payment process as outlined in the Past Due Contributions section of the Bylaws.

5.03 Employer Contributions Not Wages. Employer Contributions paid or accrued to the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Participating Entity; neither the Participating Entity, any Employee, nor any Beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.04 Employee Contributions. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by each Participating Entity as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude a Participating Entity from making all or any portion of Employee Contribution payments on behalf of its Employees.

5.05 Payment in Lieu of Benefits. No Employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.06 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The Participating Entity shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein.

5.07 Manner of Payment. All Entity Premiums and other payments to the Fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.08 Wage Reports/Audits. Each Participating Entity shall provide or make availalble all reports required by the Trustees. The Trustees may at any time have an audit of the Participating Entity's wage records performed by an independent Certified Public Accountant or other qualified individual or organization as determined by the Trustees to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.09 Contributions Irrevocable. Subject to the provisions of Article XVII with respect to termination of this Trust Agreement and Article XV with respect to termination of membership in the Trust, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to a Participating Entity or any Beneficiary, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and other covered persons as provided in this Trust Agreement.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees shall order an assessment sufficient to cure the deficit. Assessments shall be distributed among the Participating Entities on a pro-rata basis, as calculated by the amount of each Participating Entity's contributions for the plan or fiscal year to which the deficit is credited. Assessments shall not exceed the amount of the Participating Entity's annual contribution to the Fund for the year to which the deficit is credited.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Description and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which each Participating Entity's Beneficiaries would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Descriptions and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries of Participating Entities under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Beneficiary, or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Summary Plan Description. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be set forth in a Summary Plan Description which shall, at a minimum, generally explain the eligibility rules for coverage for Beneficiaries of the applicable Participating Entity.

6.05 Protection of Employees or Other Beneficiaries. Prior to payment to or on behalf of an Employee or other Beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they come due.

6.06 Employee or Other Beneficiary Claims to Benefits. No Employee or other Beneficiary shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the Summary Plan Description, policy or policies or contract or contracts procured or entered into pursuant to Articles II and IV. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the Summary Plan Description, policy or policies, or contract or contracts; and the Employee or other beneficiary shall not have any right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the Participating Entity nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an eligible Employee or other Beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefit payments to each eligible Employee or other Beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Trustees shall have the power to construe, interpret and apply the provisions of this Trust Agreement and any amendments, rules or regulations adopted pursuant to this Trust Agreement as well as the terms used herein and any construction, interpretation or application adopted in good faith. Should the Trustees in good faith reach a decision in a particular circumstance which is or appears to be at odds with the terms of this Trust Agreement, such decision shall not have as its purpose of effect to in any other way modify the plan of benefits or this Trust Agreement or to obligate the Trustees to take the same or similar action on any matter then pending or which might come before them at a future date.

7.02 Settlement of Benefit Claims. The Trustees may, in their sole discretion, compromise or settle any disputed benefits claim controversy in such manner as they deem appropriate and consistent with applicable law and regulation and in accordance with the appeal procedure set forth in the then current and applicable Summary Plan Description. All decisions made by the Trustees shall be conclusive and binding upon all parties.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or other officials charged with the administration of such a program of self-funding. The Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees shall not be responsible for the actions or omissions of their Co-Trustees or successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorneys' fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03.

8.02 Successors' Liability. No successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A Successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers. It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Trust Agreement and it is the intention of the Participating Entities, Trustees and each and every party to this Trust Agreement, that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted by all parties to this Trust Agreement to the Trustees to amend this Trust Agreement in accordance with the procedures set forth herein. All parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby.

9.02 Procedures. Prior to amendment of this Trust Agreement, the Trustees shall notify each Participating Entity and Trustee no less than 30 days prior to the date on which such proposed amendments are to be considered by the Board of Trustees. Such notice shall set forth in detail the nature of the proposed amendments and shall invite questions or comments. Amendments to the Trust Agreement shall require a 2/3 vote of the Board of Trustees. Approved amendments shall be signed by each Trustee voting in favor of approval. Amended or new Trust Agreements shall be filed with the State of Arizona in the manner provided by law for such agreements. Proposed amendments to the Trust Agreement shall be reviewed and approved in writing as to form by counsel for the Trust prior to approval by the Board of Trustees. Following approval by the Board of Trustees, proposed amendments shall be submitted to the governing bodies of the Participating Entities and shall become effective after approval by no less than 2/3 of the total number of Participating Entities. Upon approval of a proposed amendment by the requisite number of governing bodies as provided herein, a Participating Entity whose governing body fails to approve the proposed amendment may elect to terminate its membership in the Trust pursuant to the provisions of Article XV of the Trust Agreement.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, Beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any Beneficiary who withdraws or ceases to participate in the Employee Benefit Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, it corpus and assets. No Employee, family, dependents, Beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this Trust Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the Participating Entity (quitting, discharge or otherwise), or when this Trust Agreement is terminated, wound up or dissolved. No benefit, right or interest, in any of the forgoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any Employee or Beneficiary, or person claiming through such Employee or Beneficiary, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Trust Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company is a third party beneficiary to the Trust Agreement. No insurance company shall be required to look into the terms of this Trust Agreement or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Trust Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program, but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes carrying out the objectives of the Trust. The Trustees shall designate an administrator to carry out the policies established by the Trustees and to provide day to day management. An administrator appointed pursuant to Section 12.03 may also serve in this capacity.

12.02 Termination of Agents. The Trustees may remove any agent for administration at any time, without cause, after thirty (30) days written notice to the agent or as otherwise provided in contracts for employment of such agents.

12.03 Consultant/Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall be licensed pursuant to Arizona Revised Statutes Title 20, Chapter 2, Articles 3 or 9. Such licensing shall be verified by the Trustees prior to any appointment pursuant to this section.

12.04 Duties of Agents. Agents shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any agent designated as benefits administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.05 Business Offices. The Trust may establish offices within the State of Arizona as required for the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. ADDITIONAL MEMBERS

13. 01 Eligibility for Membership. Any "Public Agency" as defined in A.R.S. § 11-951 is eligible to be considered for membership in the Trust subject to the terms and conditions set forth herein.

13.02 Application for Membership. An entity desiring membership in the Trust may petition the Trustees for permission to become a Participating Entity. Applicants shall submit application forms as prescribed by the Trustees and shall provide such additional information as may be requested in order to fully evaluate the application. Completed applications and supporting data shall be submitted no later than the deadlines established by the Trustees. Applications deemed incomplete by the established deadlines may be rejected in the sole discretion of the Trustees.

13.03 Approval of Applications. Completed applications will be reviewed and evaluated based on standards acceptable to the Trustees to ensure that approvals of applications are based on the best interests of the Trust, its Participating Entities and their Beneficiaries. Decisions of the Trustees may be based upon recommendations of their Employees or agents. The Trustees, in a regularly convened meeting may, by two-thirds vote, approve the application for membership subject to such terms and conditions as may be established by the Trustees in their sole discretion. Decisions of the Trustees with respect to membership applications will be final. If accepted for membership, an entity will be bound by all applicable terms and conditions of this Trust Agreement and Declaration of Trust as well as all policies, procedures and regulations established pursuant to this Trust Agreement. Representatives of Participating Entities approved for membership may attend meetings of the Board of Trustees, but will not be allowed to vote or otherwise formally participate in the governance or benefits of the Trust until the date on which the Entity's Beneficiaries become eligible to receive benefits under the Employee Benefit Program.

ARTICLE XIV. DURATION OF AGREEMENT

14.01 Term of Agreement. This Amended and Restated Agreement and Declaration of Trust shall continue in full force and effect until terminated in accordance with the procedures set forth in Article XVII of this Trust Agreement.

14.02 Initial and Renewal Participation Requirements. The initial membership term for new members shall be for a period of not less than thirty five (35) nor more than forty-seven (47) calendar months, to the extent permitted by law if monies are appropriated. Membership in the Trust may not be terminated by any Participating Entity during the initial membership term except as expressly provided herein. Notwithstanding these limitations on voluntary termination, coverage under the Employee Benefit Plan may be suspended or terminated as provided herein for nonpayment of Entity Premiums or other violations of the terms of this Agreement and Declaration of Trust. After expiration of the initial membership term, a Participating Entity may terminate its participation as provided in Article XV herein or may request that the Board of Trustees approve an additional Renewal Term. Renewal terms may be for thirty six (36), forty eight (48) or sixty (60) months, with the duration of the Renewal Term to be selected by the Participating Entity. Approval of Renewal Terms requires a 2/3 vote of the Board of Trustees. Membership in the Trust may not be voluntarily terminated during Renewal Terms except as expressly provided herein.

ARTICLE XV. VOLUNTARY TERMINATION OF MEMBERSHIP

15.01 Procedure. Membership in the Trust may be terminated by a Participating Entity after completion of the Initial or Renewal Participation Term subject to the following conditions:

(a) Written notice of termination must be received no later than ninety (90) days prior to the end of the Initial or current Renewal Participation Term, at the end of which the termination is to be effective.

(b) Once termination is effective, a former Participating Entity may not be eligible for readmission to the Trust for a minimum of three (3) fiscal years. Application for readmission shall be made according to the procedures set forth in Article XIII.

(c) Termination will not relieve a former Participating Entity of any obligations, financial or otherwise, imposed upon Participating Entities pursuant to this Agreement and Declaration of Trust for the period during which the former Participating Entity was a member of the Trust.

(d) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02 of this Agreement.

15.02. Termination Due to Amendment of the Trust Agreement. Notwithstanding the provisions of Article 15.01, a Participating Entity may elect to terminate its membership prior to the end of their Initial Term of Participation or their then applicable Renewal Term under the following conditions and as long as they give such notice as least ninety (90) days before the effective date of the termination:

(a) The governing board of the Participating Entity wishing to terminate its membership pursuant to this Article must have failed to approve a proposed amendment to the Trust Agreement which was approved by the requisite number of governing boards of Participating Entities pursuant to Article 9.02 of the Trust Agreement.

(b) The approved amendment to the Trust Agreement is to become effective prior to the end of the current Renewal Term.

(c) The proposed date of termination of membership is to be on or before the effective date of the approved amendment to the Trust Agreement or upon such later date as may be approved by the Board of Trustees during which period the terminating entity shall not be subject to the provisions of the approved amendment to the Trust Agreement.

(d) Any termination pursuant to this Article 15.02 shall also be subject to the provisions of Article 15.01(b).

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02.

ARTICLE XVI. SUSPENSION AND EXPULSION

16.01 Suspension. In the event that any Participating Entity shall fail to make its contributions as specified herein, or shall fail to comply with any other terms or conditions of this Trust Agreement or other requirements established by the Trustees, the Board of Trustees may suspend benefits provided to the Beneficiaries of that Participating Entity. Prior to any suspension, the Board shall provide written notice of default to the Entity. The notice of default shall advise the Entity that:

(a) Unless the default is cured within ten (10) working days of receipt of the notice, coverage may be suspended for a period of up to ninety (90) days without further notice or administrative process.

(b) During the ninety (90) day suspension period, the Board of Trustees shall determine if the Entity should be terminated as a Participating Entity effective at any time before, or on completion of, the ninety (90) day suspension period.

(c) That, prior to removal of any suspension, the Trustees may impose specific conditions for reinstatement of coverage and continued membership in the Trust.

(d) That the entity will be liable for unpaid premiums and/or benefit payments, administrative costs and other costs incurred by the Trust between the date that premium payments became in arrears and the date of suspension/termination of benefits plus interest accrued as provided in Section 5.02.

16.02 Expulsion. Participating Entities that are expelled from membership in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.03 of this Agreement.

ARTICLE XVII. TERMINATION OF TRUST

17.01 Termination by the Trustees. The Trust created by this Agreement and Declaration of Trust may be terminated at any time by formal resolution approved by majority vote of the Board of Trustees.

17.02 Notice of Termination. Upon termination of the Trust as provided herein, the Trustees shall forthwith notify all Beneficiaries and all other necessary parties.

17.03 Duration After Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for as long a period as may be required to wind up its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to wind up the business of the Trust.

17.04 Disposition of Trust Assets and Final Accounting. Upon termination of this Trust, any and all monies remaining in the Fund shall be disposed of in accordance with Article 18.01. At such time as the business of the Trust is wound up, the Trustees shall render a final accounting of the affairs of the Trust to the Participating Entities and their Beneficiaries. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and they shall be discharged.

ARTICLE XVIII. DISTRIBUTIONS OF SURPLUSED AND DEFICITS UPON TERMINATION OF THE TRUST, VOLUNTARY TERMINATION OF MEMBERSHIP OR EXPULSION

18.01 Upon Termination of the Trust. Upon termination of the Trust, the Trustees shall by majority vote provide for the development of a plan (the termination plan) to wind up the Trust's business over the course of a period not to exceed thirty six (36) calendar months from the effective date of the Trust's termination, subject to regulatory approval. The termination plan shall provide for at least the following:

(a) Payment of all administrative and other costs reasonably required to wind up the Trust's operations;
(b) Payment of all outstanding claims liabilities of the Trust including, without limitation, all known claims and incurred but not reported liabilities;

(c) Payment to the Trust of any deficits owed to it by any current or former Participating Entities; and

(d) Payment of any outstanding amounts due to former Participating Entities that have previously voluntarily terminated their memberships in the Trust in accordance with Articles 15.01 or 15.02.

18.02 Upon Voluntary Termination of Membership. For entities voluntarily terminating membership as provided under Article 15.01 or 15.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses payable to the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(b) Deficits payable to the Trust from the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

18.03 Upon Expulsion. In the event that a Participating Entity is expelled and membership involuntarily terminated in accordance with Article 16.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Former Participating Entities shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. Amounts due to the Trust under this Article may be collected through reduction of any surpluses otherwise due to the former Participating Entity in accordance with Article 18.03 (b) or, in the event the former Participating Entity has no surplus due to it, or that the amount due to the Trust under this Article exceeds the amount of surplus due to the former Participating Entity, through assessment in accordance with Article 18.03(c).

(b) Surpluses payable to former Participating Entities that were expelled in accordance with Article XVI shall be reduced by the amount of the Member Contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. The balance of any remaining surpluses due to the former Participating Entity after making such adjustment shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the remaining total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such expulsion, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such expulsion, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(c) Deficits payable to the Trust from an expelled former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

ARTICLE XIX. MISCELLANEOUS

19.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not grossly negligent, deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of the Trust and Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19.02 Fiduciary Liability. The fiduciary liability and funding of all eligible benefits as determined by the Summary Plan Description shall be the sole responsibility of the Trustees.

19.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

19.04 Sites of Fund. The office of Erin P. Collins & Associates, Inc., ***Kingman, County of Mohave,*** State of Arizona, shall be deemed the sites of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed made, executed and delivered in such State.

19.05 Interpretation of Trust Agreement. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall also be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form they shall be construed as though they were also in the singular form in all situations where they would so apply.

19.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

19.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such determination will not adversely affect the remaining provisions contained herein unless such determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate to proper functioning of the Trust.

19.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by Employees or other Beneficiaries will not be deemed compensation in determination of federal, state or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the Trust or Employees or other Beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or the Participating Entities in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

19.09 Cancellation. This Trust Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

19.10 Effective Date. This Trust Agreement shall be effective as of the date set forth herein.
19.11 Recording. This Trust Agreement shall be filed in accordance with all applicable Federal, State and Local laws and regulations.

ARTICLE XX. STOP LOSS PROVISIONS

20.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded medical benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, be provided by an authorized carrier licensed to execute such contracts in the State of Arizona. Specific stop-loss limits shall be an integral part of any other self-funded program established pursuant to the Trust Agreement, with such dollars limits as may be necessary to protect the loss fund and allow complete and timely payment of benefits.

ARTICLE XXI. LOSS CONTROL PROGRAM

21.01 Loss Control Program. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may include one or combinations of:

(a) Specific and/or aggregate reinsurance
(b) Conventional insurance, partial or full self-insurance with appropriate stop-loss payment limits
(c) Access to preferred Provider organizations (PPO's) for benefit offerings
(d) Medical pre-certification, concurrent and/or post discharge review
(e) Large case management
(f) Health and wellness promotion
(g) Employee assistance programs
(h) Such other loss control programs as the Trustees may determine to be appropriate.

ARTICLE XXII. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY PARTICIPATING ENTITIES

22.01 The Participating Entities in the Rural Arizona Group Health Trust health and welfare benefits plan shall only use protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the Participating Entities may use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations.

22.02 Payment includes activities undertaken by the Participating Entities to obtain individually or through the Benefits Administrator premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to a Beneficiary to whom health care is provided. These activities include, but are not limited to, the following:

(a) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);

(b) adjudication of health benefit claims (including appeals and other payment disputes);

(c) subrogation of health benefit claims;

(d) establishing Employee Contributions;

(e) risk adjusting amounts due based on enrollee health status and demographic characteristics;

(f) billing, collection activities and related health care data processing;

(g) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Beneficiary inquiries about payments;

(h) obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);

(i) medical necessity reviews or reviews of appropriateness of care or justification of charges;

(j) utilization review, including precertification, preauthorization, concurrent review and retrospective review;

(k) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan); and

(l) reimbursement to the Trust.

22.03 Health Care Operations include, but are not limited to, the following activities:

(a) quality assessment;

(b) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;

(c) rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;

(d) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);

(e) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

(f) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Trust, including formulary development and administration, development or improvement of payment methods or coverage policies;

(g) business management and general administrative activities of the Trust, including, but not limited to:

(i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements, or

(ii) customer service, including the provision of data analyses for Employees, the Trust or other Beneficiaries;

(h) resolution of internal grievances; and

22.04 The Participating Entity agrees to:

(a) not use or further disclose PHI other than as permitted or required by the Summary Plan Description or as required by law;

(b) ensure than any agents, including a subcontractor to whom the Participating Entity provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Participating Entity with respect to PHI;

(c) not use or disclose PHI for employment-related actions and decisions unless authorized by a Beneficiary;

(d) not use or disclose PHI in connection with any other benefit or employee benefit plan of the Participating Entity unless authorized by a Beneficiary;

(e) report to the Trust any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;

(f) make PHI available to a Beneficiary in accordance with HIPAA's access requirements;

(g) make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

(h) make available the information required to provide an accounting of disclosure;

(i) make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Trust's compliance with HIPAA; and

(j) if feasible, return or destroy all PHI received from the Trust that the Participating Entity still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

22.05 In accordance with HIPAA, only the following employees or classes of employees of a Participating Entity may be given access to PHI:

(a) the human resources director or the individual assigned by the governing body of a Participating Entity to perform said function; and

(b) staff designated by the person assigned pursuant to Article 22.05(a).

22.06 The persons described in Article 22.05 may only have access to and use and disclose PHI for plan administration functions that the Trust performs for the Participating Entity.

22.07 If the persons described in Article 22.05 do not comply with the Summary Plan Description, the Trust may provide a mechanism for resolving issues on noncompliance, including disciplinary sanctions.

EXHIBIT A

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2002:

	Participating Entity	Membership Term
1.	City of Holbrook	July 01, 2002 - June 30, 2019
2.	City of Winslow	July 01, 2002 - June 30, 2017
3.	Town of Parker	July 01, 2002 - June 30, 2016

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2003:

	Participating Entity	Membership Term
1.	Kingman Academy of Learning	July 01, 2003 - June 30, 2019
2.	City of Safford	July 01, 2003 – June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2005:

	Participating Entity	Membership Term
1.	City of Page	January 01, 2005 – June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Eagar	October 01, 2005 – June 30, 2019

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Miami	June 01, 2006 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Springerville	July 01, 2009 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2010:

	Participating Entity	Membership Term
1.	City of St. Johns	January 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT

Board of Trustees effective July 01, 2010:

	Participating Entity	Membership Term
1.	City of Williams	July 01, 2010 - June 30, 2016
2.	Carpe Diem Collegiate High School	July 01, 2010 - June 30, 2016
3.	Desert View Academy	July 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective March 01, 2011:

	Participating Entity	Membership Term
1.	Town of Taylor	March 01, 2014 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2011:

	Participating Entity	Membership Term
1.	Summit Fire District	July 01, 2011 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2012:

	Participating Entity	Membership Term
1.	Town of Snowflake	January 01, 2012 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2014:

	Participating Entity	Membership Term
1.	City of Tombstone	January 01, 2014 - June 30, 2017

REPORTS & ANNOUNCEMENTS 10. 1. a.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Legislative Update

Presented by:

Subject:

Legislative Update and discussion

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Board Liaisons Report

Presented by:

Subject:

Discussion by the City Council pertaining to reports on board meetings by Board Liaisons

UNFINISHED BUSINESS 12. 1.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Presentation - Balloon Regatta Artwork

Presented by:

Subject:

Presentation to honor high school student, Keizlyn Guanco, for designing this year's Balloon Regatta artwork

Attachments

Winning Artwork

From: Sue Kennedy
To: Sue Kennedy
Subject: FW: Ballon regatta art work
Date: Wednesday, June 5, 2024 5:09:59 PM

-d. Lister

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 1.

City Council Regular Agenda

Meeting Date:	06/26/2024
Brief Title:	Energy Storage Facility
Presented by:	Darren Coldwell, City Manager
Department:	City Manager
Action:	Motion

RECOMMENDED ACTION:

There is no action required at this point. Photon Vault will present their ideas to the City Council.

BACKGROUND:

The City has been working with Photon Vault for a few months on this conceptual project. They are a battery storage facility that is interested in potentially coming to Page to build a new plant.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year:	2024
Amount Requested:	N/A
Line Item(s):	N/A

Budget Impact:

There will be no fiscal impact to the City of Page.

Attachments

PowerPoint

Photon Vault™

The Future of Energy Storage

Land proposal – City fo Page, AZ
May 31, 2024

Photon Vault Management Team

Adrian Reed
Chief Strategy and Risk Officer

Byron Viets
Chief Information Officer

Kent McCormick
Founder & CEO

Andrew Clark
Chief Financial Officer

John Langhus
Chief Commercial Officer

Team Expertise in Engineering, Manufacturing, Project Development, Project Management

10 Full Time Employees (8 Engineering Staff)

Company Introduction – Revolutionizing Energy Storage

Photon Vault has developed a patented method of storing energy as heat and dispatching it as electricity. Our advantages:

- ✓ Cost Competitive with Batteries ($/kWh)
- ✓ No degradation with each cycle
- ✓ Simple materials – Steel, sand, graphite, polycarbonate
- ✓ Simple supply chains
- ✓ No hazardous or toxic materials
- ✓ Highest efficiency
- ✓ Versatile – can store energy for any duration up to 100 hours
- ✓ Potential for local light manufacturing & workforce development

Key Partners

Sandia National Laboratories

NREL
NATIONAL RENEWABLE ENERGY LABORATORY

BLACK & VEATCH

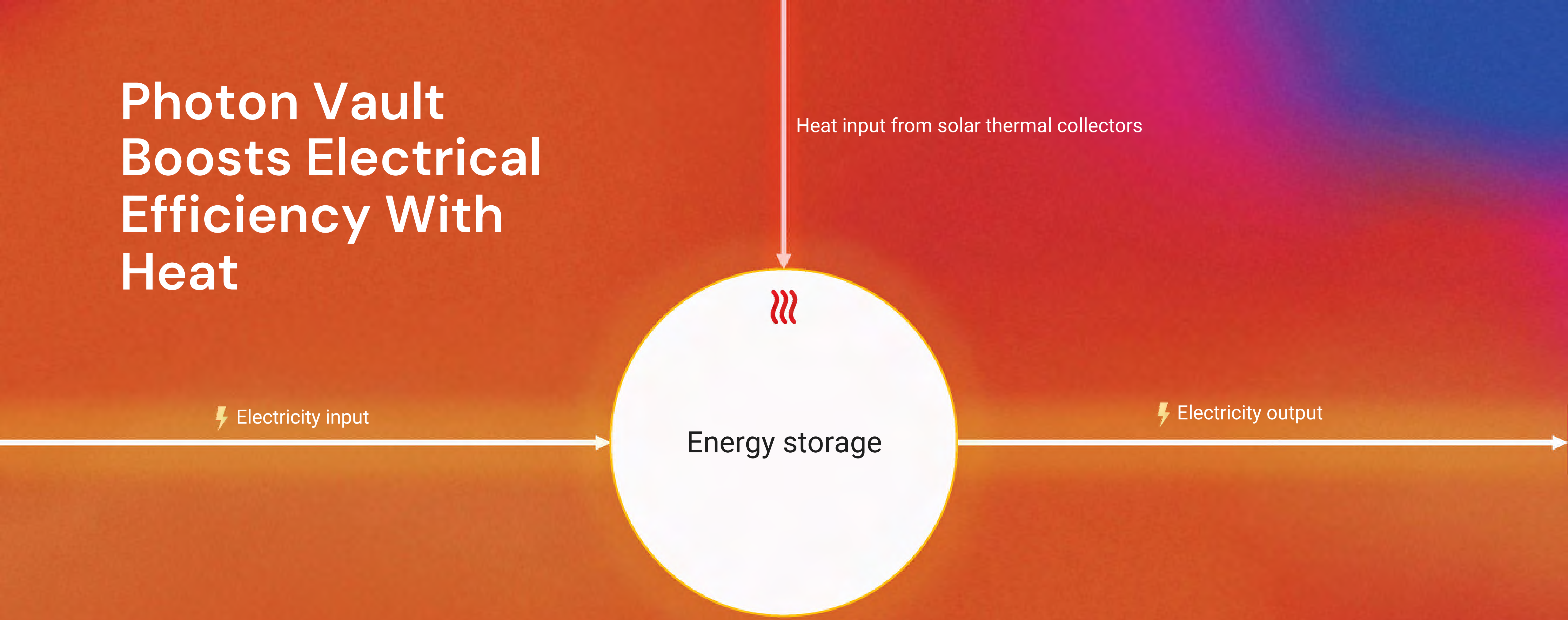
NaviScale
Powered by Halliburton

FLUOR

CLEAN TECH OPEN

NM CERG
New Mexico Clean Energy Resilience & Growth
Cluster

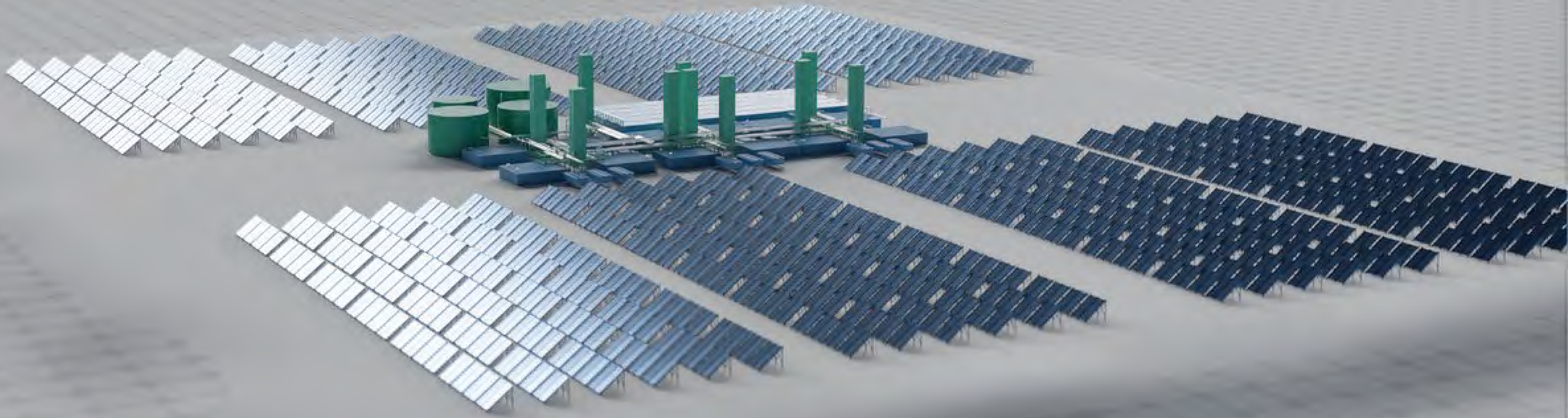
Photon Vault Boosts Electrical Efficiency With Heat



Unique Patented Process

Proposal: Stand-alone Energy Storage Page, AZ

- 5MW/20MWh initial project (4hr storage)
- Phase II expansion of 45MW/360 MWh (8hr storage)
- 1st project establishes local manufacturing for



Unique Product – 24/7 "Firm" Green Power

- 8hrs Solar PV (sited elsewhere)
- 16hrs daily Photon Vault storage
- 84 hours of backup power
- 90% available (8760hr basis)

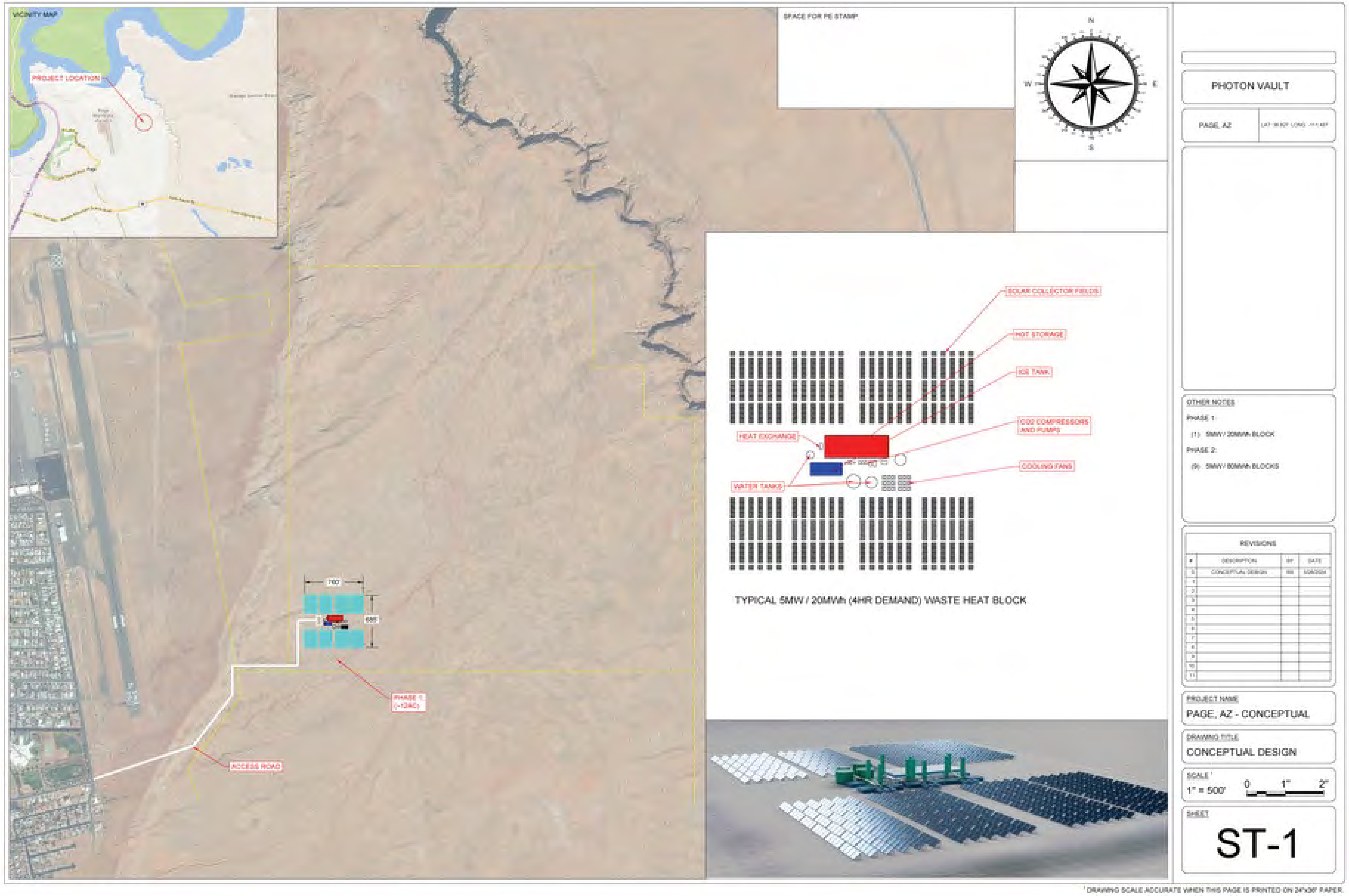
No comparable product in the Market

Page, AZ: Phase I

5MW/20MWh

Town-owned land available

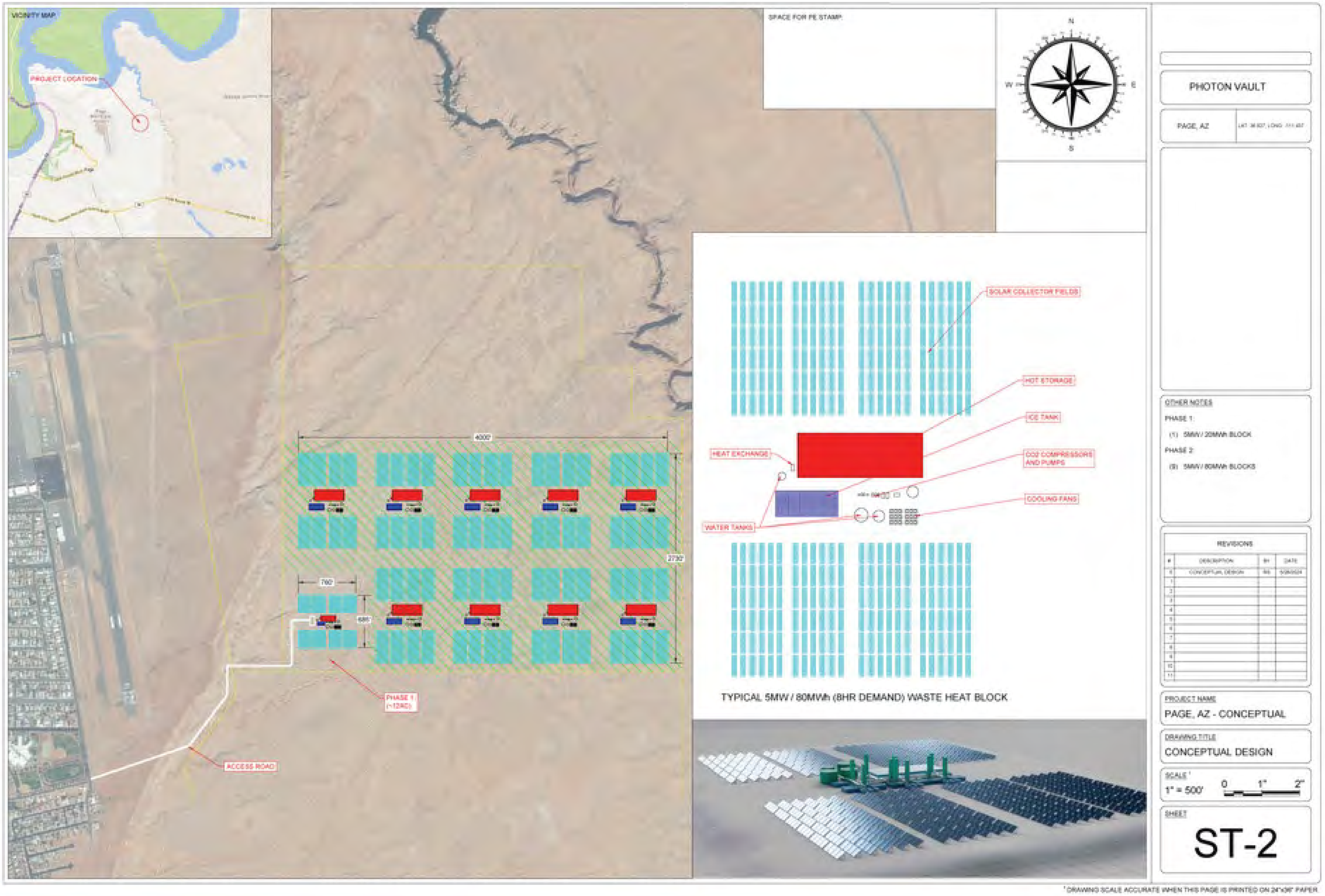
Near CAISO's Navajo Transmission connection and Navajo Generation Station



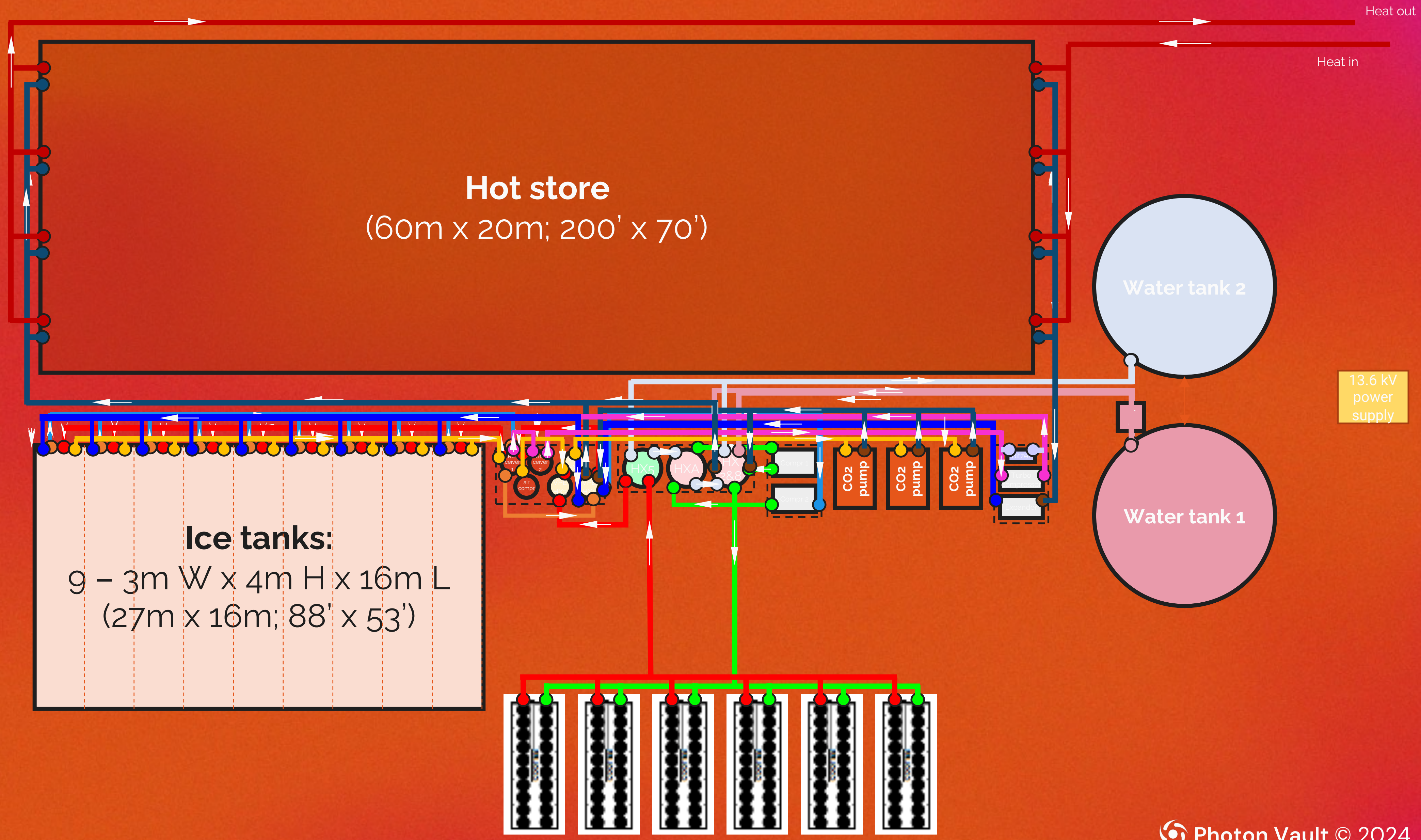
Page, AZ: Phase II

Expansion of
Same site

45MW/360MWh



System Schematic – 5MW/20MWh system



Clean Energy for Everyone, Everywhere, All the Time

Photon Vault

John Langhus
jlanghus@photonvault.com
(802) 369-4415

NEW BUSINESS 13. 2.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Presentation for Glamping Resort

Presented by: Darren Coldwell

Subject:

Discussion and possible action by City Council pertaining to a presentation for a Glamping Resort

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 3.

City Council Regular Agenda

Meeting Date:	06/26/2024
Brief Title:	Presentation on Coconino Community College Apartments
Presented by:	Darren Coldwell, City Manager
Department:	City Manager
Action:	Motion

RECOMMENDED ACTION:

This will be a listening session only for an update on the progress of the CCC apartment building.

BACKGROUND:

As the Council is aware, the Community College has been working to improve housing for its students. This will be a presentation on where the developer is in the process.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year:	2024
Amount Requested:	N/A
Line Item(s):	N/A

Budget Impact:

There is no fiscal impact to the City of Page.

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 4.

City Council Regular Agenda

Meeting Date:	06/26/2024
Brief Title:	Ordinance 732-24 - Land Sale 714 N. Navajo
Presented by:	Josh Smith, City Attorney
Department:	City Attorney
Action:	Ordinance

RECOMMENDED ACTION:

Clerk to introduce Ordinance No. 732-24.
Move to adopt Ordinance No. 732-24.

BACKGROUND:

In February 2021, the City approved a lease with an option to purchase for the property where the Grand Canyon Brewery is presently located. The lessee has exercised the option to purchase. The appraisal, sale price and other terms were included in the lease agreement so contractually we are obligated to sell. The notice of the sale was previously published with no objections.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

Council previously approved the agreement.

Fiscal Impact

Fiscal Year: 24-25

Budget Impact:

Revenue of $550,000 less credits for rent as set forth in the agreement.

Attachments

Ordinance
Exhibit 1 Agreement

ORDINANCE NO. 732-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE SALE BY NEGOTIATION OF REAL PROPERTY OWNED BY THE CITY OF PAGE; APPROVING THE AGREEMENT FOR THE PURCHASE OF REAL ESTATE.

WHEREAS, Section 32.036, Page City Code, provides that the City of Page may sell real property owned by the City of Page; and

WHEREAS, the subject property has been surveyed and appraised; and

WHEREAS, after appropriate publication of notice, Peasley Holdings, LLC (hereinafter "Buyer") desires to purchase the real property described in the Agreement for Purchase of Real Estate, subject to the terms and conditions of said Agreement.

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

Section 1. The Agreement for the Purchase of Real Estate attached hereto as Exhibit 1 and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the Agreement and all necessary land sale documents to effectuate the sale.

Section 2. The following described real property shall be sold to Buyer subject to the terms and conditions set forth in the Agreement for the Purchase of Real Estate, providing in part:

Description of property:

The parcel located at 714 North Navajo Dr., Page, Arizona. See Exhibit 1 for a more detailed parcel description.

Sales Price:

The purchase price shall be $550,000.00.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 26th day of June, 2024, by the following vote:

Ayes __________
Nays __________

Abstentions __________
Absent __________

CITY OF PAGE

By________________________________
Mayor

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

EXHIBITS ON FILE AT THE PAGE CITY CLERK'S OFFICE:
697 Vista Ave., Page, AZ

Exhibit 1

AGREEMENT FOR THE PURCHASE OF REAL ESTATE

BY THIS AGREEMENT, the parties hereto declare, covenant and agree as follows:

1. Definitions.

The following terms are hereby defined for purposes of this Agreement and shall be given the stated meanings unless the context requires otherwise:

Seller: CITY OF PAGE
City Hall
P. O. Box 1180
Page, Arizona 86040
Telephone: (928) 645-8861

Buyer: PEASLEY HOLDINGS, LLC, an Arizona limited liability company, or assigns
301 North 7th St.
Williams, AZ 86046

Escrow Agent: PIONEER TITLE AGENCY, INC.
809 North Navajo
P. O. Box 508
Page, Arizona 86040
Telephone: (928) 645-0064

Date of this Agreement: ____________________________________

Property: The real property commonly referred to as 714 N. Navajo Dr., Page, AZ 86040, with Coconino County parcel number 800-04-027, as more particularly described below, including all improvements located on such real property and all rights and privileges appurtenant to the real property, all of which are agreed to be and constitute a part of the real property (the "**Property**").

Legal Description: _See Exhibit A_______________________________
____
____

Purchase Price: The Purchase Price for the Property shall be Five Hundred Fifty

Thousand and 00/100 Dollars ($550,000.00).

Closing Date: The Closing Date shall be that date which five (5) days after the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing) or (b) thirty (30) days after any required referendum vote approving this transaction. However, the parties will use commercially reasonable efforts to ensure the Closing Date shall not extend beyond ninety (90) days after full execution of this Agreement. See, paragraph 10 for further provisions concerning the Closing Date.

2. Purchase and Sale of Property. Subject to and upon the terms, provisions and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest of Seller in and to the Property for the Purchase Price.

3. Purchase Price.

3.1 The Purchase Price shall be payable by Buyer in lawful currency of the United States.

3.2 Upon Buyer's execution hereof, Buyer shall deposit Ten Thousand and 00/100 Dollars ($10,000.00) with Escrow Agent as earnest money hereunder. All earnest money deposited shall be credited at the Closing Date toward the Purchase Price.

3.4 In accordance with the terms of the Option in the Commercial Lease between Buyer, as Tenant, and Seller, as Landlord, (the "Lease"), Buyer shall be entitled to a credit against the Purchase Price in an amount equal to $1,500.00 multiplied by the number of months after the one (1) year anniversary of the Rent Commencement Date in which Buyer paid Rent under the Lease (such foregoing capitalized terms having the meaning set forth in the Lease, unless otherwise defined herein). At least fifteen (15) days prior to the Closing Date, Buyer and Seller shall inform Escrow Agent as to the appropriate credit amount under this paragraph.

3.5 On or before the Closing Date, Buyer shall tender to Seller one hundred percent (100%) of the Purchase Price, subject to the foregoing credits.

3.5 The funds deposited pursuant to Paragraph 3.2, above, shall be invested by Escrow Agent with a federally insured commercial bank or savings institution in such savings accounts, certificates of deposit or similar investments as Buyer shall direct from time to time, provided that any and all such funds be available and disbursed when required by the terms of this Agreement. All earnings on such invested funds shall be paid to the party entitled hereunder to receive the principal of such funds, and, upon payment to Seller, shall be credited towards the Purchase Price.

4. Information/Delivery Items.

4.1 Title Report: Seller shall provide Buyer with a preliminary title report or commitment for title insurance.

4.2 Entry on Property: Buyer and its authorized representatives and agents have been provided access to the Property for the purpose of making such examinations, test investigations, surveys, inquiries or other inspections including, but not limited to, hydrological, topographical, traffic and engineering studies and reports, tests, borings and analysis of the soils and water (including subsurface conditions), investigation of the availability and quality of access, utilities, water and sewer to the Property, and to otherwise inspect the general condition of the Property as may be necessary to satisfy Buyer that the Property is suitable for Buyer's intended development. The cost of all such examinations or investigations are the responsibility of Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury, or expense arising out of or related to claims of injury to persons or property, or claims of lien for work or labor performed, or materials or supplies furnished as a result of the exercise of Buyer's right of entry hereunder.

4.3 Licenses and Permits: Seller shall within ten (10) days of the date hereof make available at Buyer's request true and correct copies of all licenses, permits, certificates of occupancy and other documents issued by any governmental or nongovernmental entity to the Seller necessary for the use of the Property for its present uses.

5. Contingencies.

5.1 Buyer's obligation to consummate the purchase of the Property and to close escrow is conditioned upon the acceptance or waiver (subject to the provisions set forth below) of the title report. Buyer must provide written notice to Seller within thirty (30) days of the release of the title report of any discrepancy or disapproval. Buyer shall permit Seller an additional forty-five (45) day period to cure Buyer's objections, whereupon Seller shall undertake in good faith and utilize its best efforts to take all action necessary to cure same. If Buyer's objections are not cured to Buyer's satisfaction prior to expiration of the period permitted by this paragraph, Buyer may either (a) cancel and terminate this Agreement or (b) waive any remaining objections and approve the condition of title to the Property as then existing. If Escrow Agent issues any amended preliminary reports or commitments for title insurance, Buyer shall have a period of twenty (20) days after receipt of the same to object to any matter not appearing in prior reports or commitments and shall have the same options as provided above with respect to objections to the original report. Seller shall use its best efforts to cure any objections Buyer has with respect to the condition of title.

5.2 It is acknowledged that the contingencies set forth in Paragraph 5.1 are for the exclusive benefit of Buyer, and Buyer may elect to waive any such contingency reserved for its benefit and proceed to consummate the transaction contemplated hereby, unless this Agreement has been terminated according to the terms hereof. Any such waiver shall be executed in writing and deposited with Escrow Agent or Seller.

5.3 If all of the contingencies set forth in paragraph 5.1 have not been satisfied or waived in writing within the period provided in paragraph 5.1, this Agreement may be terminated by Buyer, and the earnest money shall be returned to Buyer and the parties shall have no further obligation hereunder.

6. <u>Obligations, Representations and Warranties.</u>

6.1 Seller hereby agrees to diligently undertake the performance of all obligations of Seller contained in this paragraph and makes the representations and warranties set forth herein:

(a) Seller will comply with all provisions of Paragraph 4, above;

(b) Prior to the Closing Date, assuming all necessary governmental approvals have been obtained, Seller shall deposit with Escrow Agent a Warranty Deed and related Affidavit of Real Property Value (if needed), duly executed by Seller in proper form for recording;

(c) All risk of loss is Seller's until the Property is conveyed to Buyer in accordance herewith. In the event of material loss or damage to the Property, Buyer may cancel and terminate this Agreement and receive a refund of all earnest money deposited;

(d) No default or breach exists under any covenant, condition, restriction, right-of-way or easement affecting the Property, or any portion thereof, which is to be performed or complied with by the owner of the Property, and Seller has no knowledge of any fact or condition which would constitute such default or breach;

(e) No actions, suits, proceedings or investigations are pending or, to the knowledge of Seller, threatened against or relating to the Property in any court or before any governmental department or agency, and Seller has no knowledge of any basis for any such action, suit, proceeding or investigation;

(f) No person, firm, or other entity has any right or option to acquire the Property or any portion thereof or any interest therein, superior to the rights of Buyer herein, and Seller will take no action prior to the Closing Date hereunder which will adversely affect the rights of Buyer hereunder or adversely affect the ability of Seller to perform hereunder, provided, however, Seller and Buyer understand that the effectiveness of this Agreement may be determined by a referendum vote and provisions of the Page City Code pertaining to land sales;

(g) The Property will be conveyed and exclusive possession thereof delivered by Seller to Buyer at the Close of Escrow in the same condition it is in as of the date of Buyer's execution of this Agreement, natural wear and tear and Buyer's testing excepted;

(h) There are not and shall not be at closing any leases or rental agreements affecting the Property, not previously disclosed in writing, or any rights of possession thereof;

(i) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which, though not currently the subject of a lien, might give rise to mechanics', materialmens' or other liens against Seller's interest in the Property or any portion thereof or any improvements hereafter erected thereon;

(j) No hazardous wastes or substances have been knowingly dumped, deposited or buried on the Property by the Seller or any of its agents or employees after 1975;

(k) The representations of Seller contained herein are and will be true and correct as of the Closing Date, and Seller will have duly performed all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller in order to consummate the transaction contemplated hereby on or before the Closing Date. Seller covenants that it will advise Buyer, in writing, on or before the Closing Date, of any change in any representation or warranty set forth in this paragraph. In the event of any material or substantive change in the representations or warranties prior to the Close of Escrow, Buyer, in addition to all other rights and remedies, shall be entitled to terminate this Agreement and receive a refund of all earnest money deposits pursuant hereto.

6.2 Buyer hereby represents and warrants that Buyer will have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Buyer including, without limitation, payment of all funds required to be paid by Buyer on or before the Closing Date, and will execute and deliver all documents required to be executed and delivered by Buyer in order to consummate the transaction contemplated hereby on or before the Closing Date.

6.3 Buyer acknowledges and agrees that Buyer is purchasing the Property in “As-Is” condition without expressed or implied warranties of any kind, except those expressly set forth herein, and that Buyer is relying wholly on Buyer’s own judgment with respect to the suitability and condition of the Property.

7. <u>Conditions of Sale.</u>

7.1 Seller makes no representation or warranty with respect to access to and from adjoining streets.

7.2 Buyer acknowledges that all required on and off-site improvements to the property shall be made by the Buyer and at Buyer's sole expense including, but not limited to, the costs of extending infrastructure (e.g., roadway, water, sewer, electric, telephone, and cable).

7.3 Buyer acknowledges that it is familiar with and understands that the purchased property is subject to use and development restrictions imposed by the City of Page General Plan, the General Development and Subdivision Regulations, City of Page Zoning Ordinance, City of Page adopted building codes, and other applicable state and federal laws.

8. <u>Conditions to Closing.</u>

8.1 Buyer's purchase of the Property and closing of the transaction contemplated hereby is conditioned upon and subject to:

(a) Satisfaction or waiver of all contingencies set forth in Paragraph 5.1.

(b) Performance of all obligations of Seller set forth in Paragraph 6.1.

(c) Issuance by Pioneer Title or the licensed insurer for which it is agent to or for the benefit of Buyer of an owner's title insurance policy showing fee simple title to the Property in Buyer subject only to those printed exceptions customarily contained in such policies and those encumbrances, restrictions, reservations, exceptions, stipulations, conditions and requirements approved by Buyer pursuant to Paragraph 5.1.

8.2 Seller's sale of the Property and closing of the transaction contemplated hereby is conditioned upon and subject to:

(a) Performance of all obligations of the Buyer set forth in Paragraph 6.2.

(b) Satisfaction of any city ordinance pertaining to this transaction including, without limitation, an approval by the voters of the City of Page pursuant to any referendum vote required to approve this transaction.

9. <u>Failure to Close/Earnest Money.</u>

9.1 In the event Buyer terminates this Agreement as elsewhere expressly authorized, all earnest money deposited hereunder shall be returned in full to Buyer, and this Agreement shall thereupon be deemed void and of no further force or effect.

9.2 In the event Seller refuses, fails, or is unable to satisfy its obligations hereunder, the sole remedy of Buyer is the return of earnest money deposited hereunder. This Agreement and the escrow established hereby shall be terminated. In such event any earnings gained on the earnest money deposit, as provided under Paragraph 3.5, shall be delivered to Buyer.

9.3 In the event all contingencies or conditions to closing reserved for Seller's benefit have been satisfied or waived and Seller has tendered complete performance on or before the Closing Date, and Buyer is not entitled to terminate this Agreement, but Buyer nevertheless refuses or fails to close the transaction contemplated hereby in accordance with the terms of this Agreement, then Seller shall make a written demand of Buyer to perform and close this Agreement. If Buyer does not do so within five (5) days after receipt of such demand, this Agreement shall be deemed breached, and Seller may terminate this Agreement whereby all of the earnest money deposited hereunder shall be paid to Seller and the Escrow established hereby, which shall be Seller's exclusive remedy for such breach.

10. Closing Date/Closing Date.

Subject to the satisfaction or waiver of all contingencies set forth in Paragraph 5.1, Buyer and Seller shall pay all monies, execute and deposit all documents, and complete all other obligations required hereunder in order to consummate the purchase and sale of the Property on or before the Closing Date. On, or as soon as practical following the Closing Date, Escrow Agent shall record all necessary documents and otherwise accomplish the provisions hereof so as to close the transaction contemplated hereby (herein sometimes referred to alternatively as the "Closing" or "Close of Escrow").

11. Taxes, Assessments, Prorations.

11.1 All real estate taxes, interest, utilities, rents, and/or insurance premiums, if any, relating to the Property shall be prorated as of the date of closing. All assessments, if any, shall be paid in full by Seller at the Closing Date. Real estate taxes shall be calculated on the basis of the latest figures prepared by the governmental authority responsible for assessing the Property based on the most recent tax rate as then determined. If the taxes for the current year are later determined to be different than those upon which proration was based, Seller and Buyer shall adjust the difference outside of escrow based upon the actual figures. All monthly prorating shall be made on the basis of a thirty (30) day month.

11.2 All escrow fees shall be split equally between Buyer and Seller. All appraisal costs, and survey fees, shall be paid by Buyer. Seller shall pay all recording fees and all fees and premiums with respect to issuance of preliminary title reports, title insurance commitments and the owner's title insurance policy to be issued to Buyer, all as provided herein. Any other Closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice in Coconino County, Arizona.

12. Nomination.

Buyer may only assign its rights under the Purchase Agreement with the prior written consent of the Seller.

13. Escrow Instructions.

13.1 Buyer and Seller hereby employ Escrow Agent to act as their escrow agent in connection with the purchase and sale agreed to herein on the terms set forth herein.

13.2 Seller and Buyer will each pay Escrow Agent upon demand all charges payable by them respectively as provided herein, if any.

13.3 In the event of a breach of this Agreement or non-compliance with the terms herein, Buyer and Seller authorize Escrow Agent to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead said parties by an action brought in any such court.

13.4 Seller and Buyer will indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom and will pay the same upon demand; provided, however, that this paragraph shall not apply with respect to such matters resulting from Escrow Agent's negligence, omission, error, or intentional wrong-doing.

13.5 Seller and Buyer direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check of Escrow Agent.

13.6 Seller and Buyer agree that the employment of Escrow Agent shall not affect any rights of subrogation under the terms of any title insurance policy issued pursuant to the provisions hereof.

13.7 If disbursement is made to other than the parties hereto by reason of death, insolvency, bankruptcy, dissolution of Seller or by reason of any legal proceedings, Escrow Agent shall be paid such reasonable fees as Escrow Agent shall establish.

13.9 The word "charges" as used herein refers to all charges and advances made and obligations incurred by Escrow Agent in connection herewith and all charges of Escrow Agent in connection with the issuance of its title insurance policy.

13.10 The day provided herein within which compliance with any requirement must be met shall end at the close of the then regularly-established public business hours of Escrow Agent for such day.

14. Miscellaneous.

14.1 Any notice to be given by Buyer or Seller shall be given in writing and delivered in person to Buyer or Seller, or forwarded by certified or registered mail, postage prepaid, at the address indicated in Paragraph 1 hereof, unless the party giving any such notice has been notified, in writing, of a change of address. Any such notice shall be effective three (3) days after postmark, if mailed, or upon receipt, if delivered.

14.2 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto.

14.3 In the event any party hereto shall employ legal counsel to bring an action at law or other proceeding against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees and costs incurred by the other party, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees and costs shall be included in the judgment.

14.4 If any term or provision of this Agreement is determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.

14.5 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

14.6 The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

14.7 If a date provided herein within which any requirement must be met shall fall on a Saturday, Sunday or date on which Escrow Agent, state, county or governmental offices are closed, or date on which the banks in Arizona are generally closed, then the date of compliance shall be extended through the next date when none of the above is applicable.

14.8 For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email to the other party shall be effective as delivery of a manually executed counterpart of this Agreement.

14.9 The date of this Agreement shall be the date a fully executed copy hereof is deposited with Escrow Agent, which date Escrow Agent shall insert on the first page hereof.

14.10 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona with venue in Coconino County.

14.11 Subject to the indemnity obligations contained in the Lease which shall control for so long as the Lease is in force and effect, Seller shall indemnify and hold Buyer harmless for any action, claims, or loss related to the Property occurring prior to the Closing and Buyer shall indemnify and hold Seller harmless for any action, claims, or loss related to the Property occurring after the Closing.

14.12 The following obligations of the parties will survive the Closing or cancellation of this Agreement: (a) Any and all obligations of the parties that are to be performed following the Closing; (b) all indemnity obligations of the parties; (c) any and all warranties or representations of the parties: (d) any other obligations which by their express terms will survive the Closing or cancellation of this Agreement.

15. Conflict of Interest.

The City may, within three years after the execution of this agreement, cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is or was, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. See, A.R.S. §38-501 *et seq*., pertaining to Conflict of Interest of Officers and Employees.

SELLER:	**BUYER:**
CITY OF PAGE	PEASLEY HOLDINGS, LLC
P. O. Box 1180	301 North 7th St.
Page, Arizona 86040	Williams, AZ 86046
(928) 645-8861	
By: ______________________________	By: ______________________________
William R. Diak, Mayor	John R. Peasley, Manager

ATTEST:

____

City Clerk

APPROVED AS TO FORM:

____
City Attorney

APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS DEALING WITH THE ESCROW AGENT.

Pioneer Title Agency, Inc.

BY: ________________________________

Printed Name: ________________________

EXHIBIT A

to Agreement for the Purchase of Real Estate

LEGAL DESCRIPTION

The parcel located at 714 North Navajo Dr., Page, Arizona 86040, consisting of Coconino County Assessor's Parcel Number 80004027; described as:

All of Lot 1 of Block 19, Page Townsite as recorded in Case 1 Page 59 of the Coconino County Recorder, Arizona

LESS AND EXCEPTING a portion deeded to the John Wesley Powell Memorial Museum Historical and Archaeological Society, Inc, being:

A portion of Lot 1 of Block 19, Page Townsite as recorded in Case 1 Page 59 of the Coconino County Recorder, Arizona, more particularly described as follows:

Commencing at the Southeast Corner of Section 30, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence North 52°50'14" West 900.2 feet to the northwesterly right-of-way of North Navajo Drive and the POINT OF BEGINNING, and running; thence North 54°26' West 106.81 feet, to the easterly corner of Lot 2 of said block; thence, along said lot, South 39°46'05.25" West 118.00 feet, to the southernly corner of said lot and the northeasterly right-of-way of Seventh Avenue; thence along Seventh Avenue 103.11 feet; thence along a curve to the left 18.62 feet; thence along North Navajo Drive 118.71 feet, to the POINT OF BEGINNING.

NEW BUSINESS 13. 5.

City Council Regular Agenda

Meeting Date: 06/26/2024

Title: Purchase of Additional Speed Limit Radar Signs

Presented by: Vice Mayor Kocjan

Subject:

Discussion and possible action by the City Council pertaining to the purchase of additional speed limit radar signs

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CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 6.

City Council Regular Agenda

Meeting Date: 06/26/2024

Brief Title: Providing Notice of Election to Coconino County-Resolution 1319-24

Presented by: Josh Smith, City Attorney

Department: City Clerk

Action: Resolution

RECOMMENDED ACTION:

Clerk to introduce Resolution No. 1319-24 by title only.

Motion to adopt Resolution No. 1319-24.

BACKGROUND:

The City of Page and the Coconino County Elections Department enter into an Intergovernmental Agreement (IGA) for Provision of Services when the City has items that need to be placed on an election ballot. At the Special Recall Election to be held on Tuesday, November 5, 2024, the City will have candidates for the recall of City Council members, Michael Farrow and David Auge.

The County requires proof of legal action by City Council that an election has been called, before they enter into an Intergovernmental Agreement (IGA) for election services. The attached resolution shall serve as such proof.

ALTERNATIVES CONSIDERED:

None

ADVISORY BOARD / COMMISSION ACTION:

n/a

Attachments

Resolution No 1319-24

RESOLUTION NO. 1319-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROVIDING NOTICE OF THE SPECIAL RECALL ELECTION.

WHEREAS, all of the prerequisites provided by law for the holding of a Special Recall Election having been met.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Page, as follows:

Section 1. Designation of Election Date

That a City Special Recall Election be held on Tuesday, November 5, 2024, for the purpose of voting upon the recalls of Michael Farrow and David Auge, who hold the office of City Council member. Any candidate receiving a majority of all of the votes cast at the Special Recall Election for the applicable City Council seat will be declared elected.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this ____ day of ______________, 2024, by the following vote:

Ayes __________
Nays __________
Abstentions __________
Absent __________

CITY OF PAGE

By________________________________
Mayor William R. Diak

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

EXECUTIVE SESSIONS 16. 1.

City Council Regular Agenda

Meeting Date: 06/26/2024
Brief Title: Discussion on Parcel #80109012
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Motion

RECOMMENDED ACTION:
To be determined in Executive Session.

BACKGROUND:
Confidential.

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

Fiscal Impact

Fiscal Year: 2024
Amount Requested: N/A
Line Item(s): N/A
Budget Impact:
There will be no fiscal impact to the city for this project.

Attachments

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

EXECUTIVE SESSIONS 16. 2.

City Council Regular Agenda

Meeting Date: 06/26/2024

Brief Title: Discussion of Potential sale of Parcel #80210020S

Presented by: Darren Coldwell, City Manager

Department: City Manager

Action: Other

RECOMMENDED ACTION:
To be determined in Executive Session.

BACKGROUND:
Confidential.

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

Fiscal Impact

Fiscal Year: 2024

Amount Requested: N/A

Line Item(s): N/A

Budget Impact:
There is no fiscal impact to the city for this project.

Attachments