



**MEETING NOTICE
CITY OF PAGE
CITY COUNCIL**

**CITY COUNCIL REGULAR MEETING
CITY HALL, 697 VISTA AVE
PAGE, ARIZONA**

**APRIL 9, 2025
5:30 P.M.**

NOTICE OF PUBLIC MEETING AND AGENDA

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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Mayor Steven Kidman

Vice Mayor Mike Farrow

Councilor Amanda Hammond

Councilor Kenna Hettinger

Councilor David Auge

Councilor Tom Preller

Councilor Debi Roundtree

5. PRIORITIES

None

6. MINUTES

1. City Council Regular Minutes - March 26, 2025

2. City Council Work Session Minutes - April 2, 2025

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. Proclamation - Fair Housing Month

2. Proclamation - A Purple Heart City

8. PUBLIC HEARINGS

1. Liquor License - Last Mile Transportation

9. HEAR FROM THE CITIZENS

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

10. REPORTS AND ANNOUNCEMENTS

1. MAYOR'S REPORTS AND ANNOUNCEMENTS

a. Update on Community Involvement for Downtown Revitalization Projects

2. CITY MANAGER'S CURRENT EVENTS SUMMARY

None

11. **BOARDS AND COMMISSIONS**

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

Mayor Kidman – Page Utility Enterprises Board
Mayor Kidman – Page Public Safety Personnel Retirement Systems Board
Mayor Kidman – Volunteer Firefighter Pension Board
Vice Mayor Farrow – Youth Advisory Commission
Councilor Auge - Substance Abuse Task Force
Councilor Hettinger - Parks and Recreation Advisory Board
Councilor Preller – Planning and Zoning Commission
Councilor Hammond – Economic Development Advisory Board
Councilor Roundtree – Library Advisory Board

2. Youth Advisory Commission Appointment Application - Kyrianna Sloan
3. Youth Advisory Commission Appointment Application - Hunter Billah
4. Youth Advisory Commission Appointment Application - Kayley Begay

12. **UNFINISHED BUSINESS**

None

13. **NEW BUSINESS**

1. Resolution 1331-25 for Airport Development Reimbursable Grant Agreement E5MMT01C
2. Resolution 1332-25 for Airport Development Reimbursable Grant Agreement E5MMU01C
3. Personnel Policy Update - 7k Exemption Law Enforcement
4. Liquor License - Last Mile Transportation
5. Special Event Liquor License Application

14. **EXECUTIVE SESSIONS**

None

ADJOURN

FOR YOUR INFORMATION

Next Regular Meeting Wednesday, April 23, 2025 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. Councilmembers of the City of Page City Council will attend either in person or by technological means. City Council may vote to go into Executive Session for the purpose of obtaining legal advice from the City Attorney on any item listed on the agenda, pursuant to A.R.S. 38-431.03 (A)(3). City Council may modify the agenda order, if necessary. This agenda may be subject to change up to 24 hours prior to the meeting.

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

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Page makes a video or voice recording of a minor child A.R.S. §1-602.A.9. City Council meetings are audio and video recorded. Parents or guardians may either submit a written consent to the City Clerk's Office, or by allowing a minor to be present and/or participate in the meeting, parents or guardians waive this right.

If you would like to receive City Council agendas via email, please send your email address to cityclerk@pageaz.gov or call 928-645-4205.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of _____, 2025, at ____ .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

City Council Regular Agenda

Meeting Date: 04/09/2025

Title: City Council Regular Minutes - March 26, 2025

Presented by:

Subject:

City Council Regular Minutes - March 26, 2025

Attachments

Minutes 03 26 2025



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
March 26, 2025**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 26th day of March, 2025, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors David Auge, Amanda Hammond, Kenna Hettinger, Tom Preller, and Debi Roundtree were present. There was a moment of meditation. Councilor Hammond led the Pledge of Allegiance.

Mayor Kidman called the meeting to order at 5:33pm.

Staff members present: City Manager, Darren Coldwell; City Attorney, Joshua Smith; IT Director, Kane Scott; Planning and Zoning Director, Zachary Montgomery; Public Works Director, Kyle Christiansen; Finance Director, Linda Watson; Police Chief, Tim Lange; Police Captain, Larry Jones; Executive Administrative Assistant, Alie Malnack; Lieutenant, Ted Barnard; Crime Scene Specialist, Stafford Begay; Police Officers, Nick Aulston, Terry TerEick, Nate Carlson, Raphael Pellegrino, Brandon Callio, and Josh Malnack; Police Dispatch, Jackie Lyons and Taylor McNally; Fire Chief, Jeff Reed; Economic Development Director, Gregg Martinez; Management Analyst, Robin Crowther; Deputy City Clerk, Jennifer Lange; and City Clerk Cindy Scott.

PRIORITIES

None.

MINUTES

City Council Work Session Minutes – March 12, 2025

City Council Regular Meeting Minutes – March 12, 2025

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

CONSENT AGENDA

Proclamation – Week of the Young Child 2025

Mayor Kidman pulled the item from the consent agenda to be addressed in New Business.

PUBLIC HEARINGS

Liquor License – Quality Inn

Mayor Kidman opened the Public Hearing.

Proponents: None

Opponents: None

Mayor Kidman closed the Public Hearing

Page City Council Regular Meeting – March 26, 2025

HEAR FROM THE CITIZENS

Residents Lindsey Blake and Vicki Alexander addressed the City Council.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

Update on Parcel 80114003M

(Located Northwest of Vista Avenue and North Navajo Drive behind the Quality Inn)

Mayor provided information. The parcel will be discussed at the Planning and Zoning meeting on April 1st.

CITY MANAGER'S CURRENT EVENTS SUMMARY

City Manager Coldwell provided information about the Splash Pad and BMX Pump Track that are out for bid, results of the research on the lease between Safeway and the City Park, and a speed survey conducted on Lake Powell Blvd.

BOARDS AND COMMISSIONS

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

Vice Mayor Farrow and Councilors Hammond and Roundtree gave updates.

UNFINISHED BUSINESS

Updated Presentation for Glamping Resort

Sancar Dumlupinar and Jonathon Keaton presented.

There was discussion.

NEW BUSINESS

From Consent Agenda

Proclamation – Week of the Young Child 2025

Councilor Hettinger read the proclamation.

Motion made by Councilor Auge to accept the proclamation for the Week of the Young Child. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Recognition of the “2025 Page Attacks Trash” Art Contest Winners

Amanda Boston and Kay Leum introduced the logo art winners.

City Council posed for photos with the winners.

Coconino County Attorney, Ammon Barker Introduction and Goals

Presentation by Coconino County Attorney Barker.

There was discussion.

Presentation for Potential Horseshoe Bend Transit Hub and Arts Culture Center.

Resident Joe Lapekas addressed the City Council.

Presentation by Erik Stanfield, Wagner Kelly, and Cassidy Finn.

There was discussion.

Page City Council Regular Meeting – March 26, 2025

Monopole Batting Cage Request for Qualifications Award

Public Works Director Christiansen provided information.

There was discussion.

Resident Tina Holman addressed the City Council.

Motion made by Councilor Hammond to move this item back to the Parks and Recreation Board for further review. The motion was seconded by Councilor Roundtree.

Councilor Hettinger requested that the motion provide additional direction.

Motion was amended by Councilor Hammond to move the item to staff to do additional work on this and bring it back to Council. The amendment to the motion was seconded by Councilor Hettinger.

Mayor Kidman asked a question.

The amended motion passed unanimously upon a vote.

Police Department Step Program Pay Scales

City Manager Coldwell provided information.

Police Chief Lange provided additional information.

Terry TerEick, President of the United Police Officers of Page, provided more information.

Resident John Kocjan addressed the City Council.

There was discussion.

Motion made by Vice Mayor Farrow to implement the Step Program for the Police Department as presented. The motion was seconded by Councilor Hammond.

Discussion continued.

The motion passed unanimously upon a vote.

Liquor License – Quality Inn

Motion made by Councilor Preller to approve the Liquor License for Quality Inn. The motion was seconded by Councilor Hammond and passed unanimously upon a vote.

Ordinance 738-25: 33.21 – Clerk Records

Clerk introduced the Ordinance by title only.

City Attorney Smith provided information.

Motion made by Councilor Hettinger to adopt Ordinance 738-25. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

EXECUTIVE SESSIONS

Motion was made by Councilor Hettinger to enter Executive Session consecutively for One (1) Executive Session items and remain in the room at 7:49 p.m. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Mayor Kidman reconvened the Regular City Council meeting at 8:18 p.m.

Page City Council Regular Meeting – March 26, 2025

EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(4) The City Council may vote to go into Executive Session for discussion or consultation with the attorneys of the public body regarding contracts.

Coconino Community College Deed Restriction

Motion was made by Councilor Hettinger to move forward as discussed in executive session. The motion was seconded by Councilor Hammond and passed unanimously upon a vote.

ADJOURN

The meeting was adjourned at 8:19 p.m.

Cindy Scott
City Clerk

Steven Kidman
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 26th day of March, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of April 2025

Cindy Scott
City Clerk

City Council Regular Agenda

Meeting Date: 04/09/2025

Title: City Council Work Session Minutes - April 2, 2025

Presented by:

Subject:

City Council Work Session Minutes - April 2, 2025

Attachments

Minutes 04 02 2025



**PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
April 2, 2025**

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on the 2nd day of April, 2025, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors David Auge, Amanda Hammond, Kenna Hettinger, Tom Preller, and Debi Roundtree were present.

Mayor Kidman called the meeting to order at 5:33 p.m.

Staff members present: City Manager, Darren Coldwell; City Attorney, Joshua Smith; IT Director, Kane Scott; Planning and Zoning Director, Zachary Montgomery; and Deputy City Clerk, Jennifer Lange.

DISCUSSION ITEMS

Discussion by the City Council pertaining to Council Meeting Etiquette and Procedures.

Mayor Kidman provided information.

There was discussion.

Discussion and possible action by the City Council pertaining to Downtown Revitalization.

Mayor Kidman opened the topic up for discussion.

There was discussion.

Motion made by Councilor Hammond to direct staff to prepare and publish a request for qualifications to find and engineer to move forward with the downtown revitalization. The motion was seconded by Councilor Auge and passed unanimously upon a vote.

ADJOURN

The meeting was adjourned at 6:49 p.m.

Jennifer Lange
Deputy City Clerk

Steven Kidman
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 2nd day of April, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of April 2025

Jennifer Lange, Deputy City Clerk



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

CONSENT AGENDA 7.1.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Proclamation - Fair Housing Month

Presented by: Steven Kidman

Department: Planning and Zoning

Action: Other

RECOMMENDED ACTION:

Move to adopt the Fair Housing Month Proclamation for April 2025.

BACKGROUND:

The City is required to read this proclamation to designate April as the annual Fair Housing Month.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Budget Impact:

N/A

Attachments

Proclamation

PROCLAMATION

Fair Housing Month

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, the Mayor and City Council of the City of Page, Coconino County, Arizona do hereby proclaim April 2025 as Fair Housing Month in Page, Arizona and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Issued this 9th day of April 2025

Steven R. Kidman, Mayor

ATTEST:

Cindy Scott, City Clerk

CONSENT AGENDA 7.2.

City Council Regular Agenda

Meeting Date: 04/09/2025

Title: Proclamation - A Purple Heart City

Presented by:

Subject:

Proclamation - A Purple Heart City

Attachments

Proclamation



PROCLAMATION

“A Purple Heart City”

WHEREAS, the people of Page, Arizona have great admiration and the utmost gratitude for all the citizens of our community who have selflessly served in the Armed Forces that has been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget; and

WHEREAS, the heritage it represents is sacred to those who know the price paid to wear the Purple Heart; and

NOW, THEREFORE, the Mayor and City Council of the City of Page, Coconino County, Arizona do hereby proclaim the City of Page a Purple Heart City in recognition of our community’s Purple Heart Medal recipients.

Steven R. Kidman, Mayor

ATTEST:

Cindy Scott, City Clerk



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

PUBLIC HEARINGS 8.1.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Liquor License - Last Mile Transportation

Presented by: Steven Kidman

Department: City Clerk

Action: Other

RECOMMENDED ACTION:

Mayor to open the public hearing.

Mayor to close the public hearing.

BACKGROUND:

The City Clerk's Office received an application for a Series #10 (Beer and Wine Store) Liquor License from the Arizona Department of Liquor Licenses and Control for Last Mile Transportation / April Marie Simmons. In accordance with A.R.S 4-201 (b) the public hearing has been scheduled to hear comments in favor or opposing the issuance of this Liquor License.

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

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Liquor License

State of Arizona
Department of Liquor Licenses and Control

Created 03/04/2025 @ 03:57:04 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	LAST MILE TRANSPORTATION		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	813 AQUA AVENUE PAGE, AZ 86040 USA		
Mailing Address:	PO BOX 1953 PAGE, AZ 86040 USA		
Phone:	(928)660-1923		
Alt. Phone:	(928)660-2778		
Email:	APRIL@RCSELLC.COM		

AGENT

Name:	APRIL MARIE SIMMONS
Gender:	Female
Correspondence Address:	PO BOX 1953 PAGE, AZ 86040 USA
Phone:	(928)660-2778
Alt. Phone:	
Email:	APRIL@RCSELLC.COM

OWNER

Name:	APRIL MARIE SIMMONS
Gender:	Female
Correspondence Address:	PO BOX 1953 PAGE, AZ 86040 USA
Phone:	(928)660-2778
Alt. Phone:	
Email:	APRIL@RCSELLC.COM

60th day
05-03-2025

105th day
06-17-2025

APPLICATION INFORMATION

Application Number: 332767
Application Type: New Application
Created Date: 02/10/2025

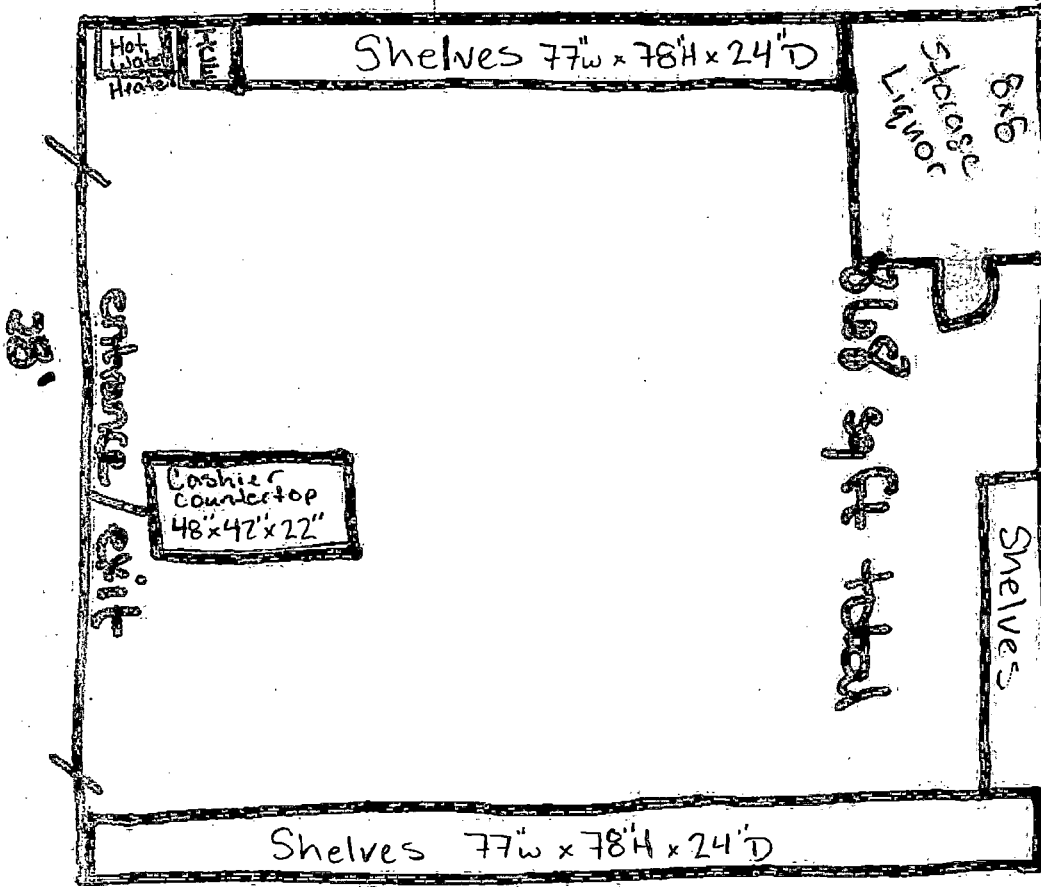
QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
PAGE HIGH SCHOOL 434 S. LAKE POWELL BLVD PAGE, AZ 86040 2,112 FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$500.00
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

25 2 27 44 44 44 44 44

31



Diagram

REPORTS & ANNOUNCEMENTS 10.1. a.

City Council Regular Agenda

Meeting Date: 04/09/2025

Title: Update on Community Involvement for Downtown Revitalization Projects

Presented by: Steven Kidman

Subject:

Update on Community Involvement for Downtown Revitalization Projects

City Council Regular Agenda

Meeting Date: 04/09/2025

Title: Board Liaisons Report

Presented by:

Subject:

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

Mayor Kidman – Page Utility Enterprises Board
Mayor Kidman – Page Public Safety Personnel Retirement Systems Board
Mayor Kidman – Volunteer Firefighter Pension Board
Vice Mayor Farrow – Youth Advisory Commission
Councilor Auge - Substance Abuse Task Force
Councilor Hettinger - Parks and Recreation Advisory Board
Councilor Preller – Planning and Zoning Commission
Councilor Hammond – Economic Development Advisory Board
Councilor Roundtree – Library Advisory Board



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

BOARDS & COMMISSIONS 11.2.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Youth Advisory Commission Appointment Application - Kyrianna Sloan

Presented by: Steven Kidman

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Motion to appoint Kyrianna Sloan to the Youth Advisory Commission with a term ending June 30, 2025.

BACKGROUND:

There are three (3) vacancies on the Youth Advisory Commission. The City has received one (1) new request from Kyrianna Sloan to be appointed to the Youth Advisory Commission.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Board Appointment



City of Page | Board Appointment Application

* Required field

Date: *

03/25/2025

Personal Information:

First Name: *

Kyrianna

Last Name: *

Sloan

Street Address: *

[REDACTED]

P.O. Box: *

[REDACTED]

City: *

Page

State: *

Arizona

Zip: *

86040

Home Phone: *

[REDACTED]

Work Phone:

[REDACTED]

Fax:

Email Address: *

Boards upon which you wish to serve (you may apply for up to two Boards.):

Advisory Boards and Commissions:

- ☐ Community Center Advisory Board
- ☐ Economic Development Advisory Board
- ☐ Library Advisory Board
- ☐ Parks and Recreation Advisory Board
- ☐ Planning and Zoning Commission
- ☐ Public Safety Personnel Retirement System Board
- ☐ Youth Advisory Commission

City Authorities

- ☐ Substance Abuse Task Force
- ☐ Page Utility Enterprises
- ☐ Board of Adjustment

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

I wish to be apart of the Youth Advisory Commission because I do love page and it will be a great experience to be a helping hand for this community. I also would like to join because am a Native American student and would like Navajo people to be helped also not just the people in page but around it also. I care about what community page is and want to make it better, & enjoyable.

Questionnaire for Board Candidates:

Board(s) for which you are applying:

Youth Advisory Commission

1. Tell us about yourself and why you are interested in serving on this Board:

I am a Native American and I love to help people, especially my people of the Navajo nation. I am a very creative person and with talent but also willing to have a helping hand.

2. What do you think the relationship should be between the City Council and this Board?

I think that this board should be able to help out, and should be a connection or be apart with the city council, and both of them are being involved with its community too. Helping out the citizens of page and make it enjoyable.

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

My idea of being in this board is that helping page become better, hoping that this community will become greater and stronger. I just hope that maybe we could even make Page's environment better too, making the environment more clean and less polluting.

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

A positive things issue of being on this board is that it's make of highschool students, and being able to have different opinions and ideas for the city of Page. A negative issue of this board is that what if some people don't like our ideas that we provide or think we are to young?

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

You guys should be interested in appointing me because all I want to do is help Page become a better place. To help make Page a wonderful place to visit and help solve issues that are causing problems. I what to advocate to cleaner environment, and making the city of Page a good and clean environment.

Demographic Information:

This section is **entirely optional**, and your responses will remain confidential. You may select all that apply or choose not to answer.

Age:

Gender:

Ethnicity:

CITY OF PAGE BOARD INFORMATION

COMMUNITY CENTER ADVISORY BOARD - This board is comprised of five (5) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation, programming and fundraising activities of the Community Center.

ECONOMIC DEVELOPMENT ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. The Economic Development Advisory Board shall act as the advisory board to the Page City Council on matters pertaining to the economic development, airport and tourism industries. The board shall advise the Council on goal setting, strategic planning, beautification, construction, marketing strategies, hospitality and business recruitment, retention and expansion.

LIBRARY ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation and programming of the Page Public Library.

PARKS AND RECREATION ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation, maintenance, promotion, improvement and activities of the City parks, recreation facilities, playgrounds, trails, and playing and sports fields.

PLANNING AND ZONING COMMISSION - This commission is comprised of seven (7) Council appointed citizens for staggered three year terms. This commission will assist in the preparation of a General Plan; assist in the preparation of development controls; review development proposals, proposed changes to ordinances and changes in development policies; hold public hearings and meetings; assist in preparation of a capital improvements program; make recommendations on proposed boundary changes; and make recommendations on a uniform schedule of fees for service.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM BOARD - This board is comprised of five (5) members pursuant to Arizona Statute §38-847. This board shall have the responsibilities and duties as set forth in A.R.S. § 38-847, as it may be amended from time to time.

YOUTH ADVISORY COMMISSION - This board is comprised of seven (7) Council appointed members who must be actively enrolled students in a public or private high school in Page (including charter and home schools) between ninth and twelfth grade. The board will assist and advise the Parks and Recreation Board on issues concerning youth in Page; present recommended improvements to the City Council of public projects and programs relating to youth; and assist in planning youth/recreation activities and events.

SUBSTANCE ABUSE TASK FORCE - This task force is comprised of five (5) Council appointed citizens for staggered four year terms. This board is responsible for fostering the health and well being of the citizens of Page, Arizona by coordinating efforts to establish and strengthen programs to reduce and prevent substance abuse in the community.

PAGE UTILITY ENTERPRISES BOARD - This board shall be composed of a total of six (6) members who shall live within the city limits of Page, Arizona. Five (5) members shall be appointed by resolution of the Council and serve for staggered five year terms. The sixth members shall be the Mayor or designee who shall serve as an ex-officio member without the privilege of voting. The board was established as an independent body to operate the Page Utility Enterprises, as more specifically set out in Ordinance No. 588-12. The board has general powers to operate the electric, water, and sewer systems; procure and erect all buildings and facilities for the use of the utilities; appoint a General Manager; and recommend rates, fees, and charges for adoption by City Council.

BOARD OF ADJUSTMENT - This board is comprised of five (5) Council appointed citizens for staggered three year terms, pursuant to Arizona Statute section 9-462-06. **ADJUSTMENT** - Meets as necessary when appeals have been filed. Duties are to hear and decide appeals for variances from terms of the zoning ordinances and to hear and decide appeals in alleged error in the order, requirement, or decision made by the Zoning Administrator.

APPEALS - The board has the authority to hear cases in which a citizen wishes to overturn the decision of the building official on matters pertaining to the adopted Uniform Building Codes. This board does not have the power to hear variances on individual cases. They are primarily concerned with code interpretation and alternate use of building materials whenever a request is denied by the building official. The board should be trained in the Uniform Code and have background in building construction or design. Occasionally the board may be used as a review board to recommend code changes.

FIRE - The board hears matters on petition by a citizen when an interpretation or ruling is needed on the Uniform Fire Code. When such a request is filed, the board sets a meeting date and information on the reason for the interpretation under consideration is presented in report form by the Fire Department. The petitioner presents information in the hearing and the board makes a ruling based on its findings after considering the information and the wording of the Code. Revised December 4, 2018 Ordinance 650-18 Section §31.20

Please confirm your signature by typing your full name in the box below.

Kyrianna sloan

I agree this is a legal representation of my signature for all purposes just the same as a pen-and-paper signature.

Signed On: 3/25/2025



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

BOARDS & COMMISSIONS 11.3.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Youth Advisory Commission Appointment Application - Hunter Billah

Presented by: Steven Kidman

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Motion to appoint Hunter Billah to the Youth Advisory Commission with a term ending June 30, 2026.

BACKGROUND:

There are three (3) vacancies on the Youth Advisory Commission. The City has received one (1) new request from Hunter Billah to be appointed to the Youth Advisory Commission.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Board Appointment



**CITY OF PAGE
BOARD
APPOINTMENT APPLICATION**

Name: <u>Hunter Billah</u>	Date: <u>3-26-25</u>
Street Address: <u>[REDACTED]</u>	P.O. Box: <u>[REDACTED]</u>
City: <u>Page</u>	State, Zip: <u>86040</u>
Work Phone: <u>[REDACTED]</u>	Fax: <u>[REDACTED]</u>
Home Phone: <u>[REDACTED]</u>	E-Mail: <u>[REDACTED]</u>

Boards upon which you wish to serve: (You may apply for up to two Boards. Please rate interest in each Board for which you wish to apply by indicating a 1 or a 2 with 1 being first choice.)

ADVISORY BOARDS AND COMMISSIONS		CITY AUTHORITIES	
☐	Community Center Advisory Board	☐	Substance Abuse Task Force
☐	Economic Development Advisory Board	☐	Page Utility Enterprises
☐	Library Advisory Board	☐	Board of Adjustment
☐	Parks and Recreation Advisory Board	☐	
☐	Planning and Zoning Commission	☐	
☐	Public Safety Personnel Retirement System Board	☐	
☒	Youth Advisory Commission	☐	
☐		☐	

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

<u>My reasons are because i've lived in page</u>
<u>my whole life and would like to improve</u>
<u>the youth and my ages community.</u>
Signature: <u>Hunter Billah</u>

Questionnaire for Board Candidates

Name: Hunter Thomas

Board(s) for which you are applying: Youth advisory commission

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.

I'm a 2nd generation page high school student, I'm an athlete, I am interested in serving on this board so I can improve the quality of life for people my age and younger. I am Navajo and I believe there needs to be more native representation within the city of page.

2. What do you think the relationship should be between the City Council and this Board?

A board like this should inform the city council on the needs of its youth.

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

I hope to accomplish improving the youth area to help ~~the youth area~~ ~~the youth area~~ the Navajo youth and make opportunities.

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

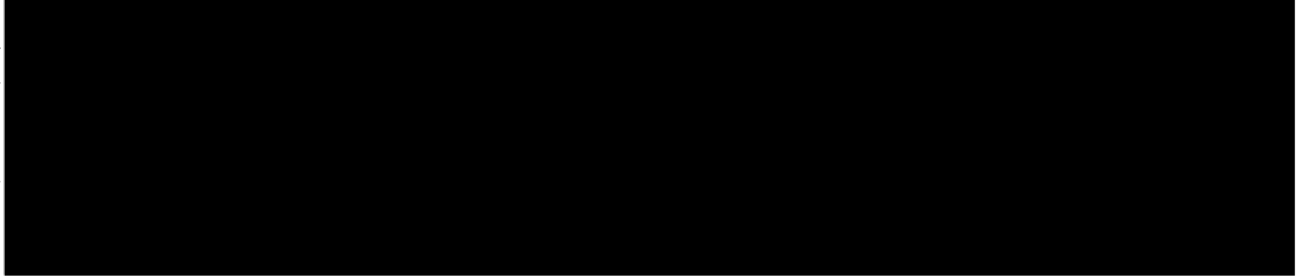
I've been in page my whole life and understand its culture.

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

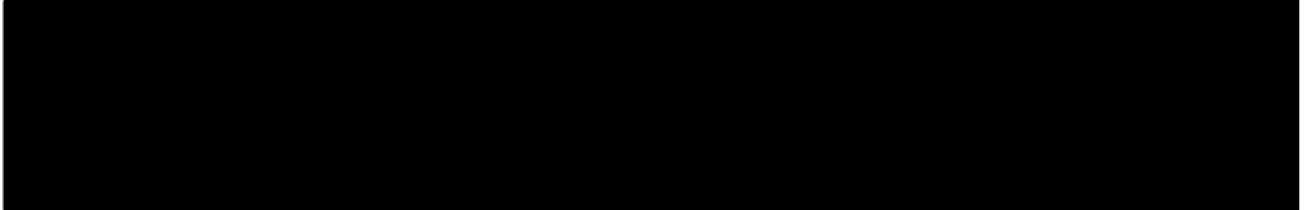
I wanna make page better and for my demographics

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

ETHNICITY

A large black rectangular redaction box covering the entire response area for the Ethnicity question.

GENDER

A large black rectangular redaction box covering the entire response area for the Gender question.

AGE

A large black rectangular redaction box covering the entire response area for the Age question.

THIS SECTION IS ENTIRELY OPTIONAL, AND YOUR RESPONSES WILL REMAIN CONFIDENTIAL. YOU MAY SELECT ALL THAT APPLY OR CHOOSE NOT TO ANSWER.



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

BOARDS & COMMISSIONS 11.4.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Youth Advisory Commission Appointment Application - Kayley Begay

Presented by: Steven Kidman

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Motion to appoint Kayley Begay to the Youth Advisory Commission with a term ending June 30, 2026.

BACKGROUND:

There are three (3) vacancies on the Youth Advisory Commission. The City has received one (1) new request from Kayley Begay to be appointed to the Youth Advisory Commission.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Board Appointment



City of Page | Board Appointment Application

* Required field

Date: *

03/31/2025

Personal Information:

First Name: *

Kayley

Last Name: *

Begay

Street Address: *

[REDACTED]

P.O. Box: *

[REDACTED]

City: *

Page

State: *

Arizona

Zip: *

86040

Home Phone: *

[REDACTED]

Work Phone:

Fax:

Email Address: *

Boards upon which you wish to serve (you may apply for up to two Boards.):

Advisory Boards and Commissions:

- ☐ Community Center Advisory Board
- ☐ Economic Development Advisory Board
- ☐ Library Advisory Board
- ☐ Parks and Recreation Advisory Board
- ☐ Planning and Zoning Commission
- ☐ Public Safety Personnel Retirement System Board
- ☐ Youth Advisory Commission

City Authorities

- ☐ Substance Abuse Task Force
- ☐ Page Utility Enterprises
- ☐ Board of Adjustment

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

I am a high school sophomore applying for the Youth Advisory Commission. I am passionate about making our town a better place for young people, and I believe this commission is the perfect way to do that. I'm involved in the Page High School soccer team which taught me teamwork and leadership skills, while also maintaining my GPA. I am also a strong communicator and I'm not afraid to speak up for what I believe in. I want to help create a positive change in our community, and I think my skills and enthusiasm would be a valuable asset to the commission.

Questionnaire for Board Candidates:

Board(s) for which you are applying:

Youth Advisory Commission

1. Tell us about yourself and why you are interested in serving on this Board:

I am very excited about the chance to join the Youth Advisory Club! I think it is super important for young people to have a voice in our community, and I want to help make a difference. I've been involved in a few school volunteer activities, which taught me how to work with others and organize events. I am passionate about issues like mental health awareness and community service. Also, I believe that my perspective as a high schooler can help ensure that the club addresses the real concerns of our peers.

2. What do you think the relationship should be between the City Council and this Board?

I believe the City Council should act as a mentor and advisor to the Youth Advisory Board. The Council should provide guidance and resources, but the Board should maintain independence to represent youth perspective. Open communication and regular meetings between the two bodies would ensure that the Board's initiatives align with the city's overall goals, while still allowing the Board to pursue its own youth focused projects. All in all, a collaborative partnership where the Council supports the Board's autonomy.

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

I hope to accomplish a lot by being on this board. I want to make this city a better place for all youth. I'd love to see more events and activities that get us involved and excited about our community. It is possible we could organize fun workshops or social events that focus on issues we care about, like the environment. This is because we live in the most beautiful part of Arizona, which attracts millions of people from across the globe. It is our responsibility to keep Page clean. Creating programs that enhance our natural structures would continue to bring more consumers in, which in return will bring funds to our city.

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

If I were appointed to this board, some positive things I would gain would be the opportunity to be part of a committee that is comprised of talented and eager individuals who share the same common goals as myself, which is to create a community that supports addressing issues concerning our youth. A negative that I potentially see is not being able to address the needs and concerns of all individuals.

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

I would be a great addition to the Youth Advisory Board because I can bring a passionate and unique perspective as a high school student actively involved in my community. My service hours and involvement in sports have equipped me with valuable skills such as communication, teamwork, and problem-solving. My fresh ideas and enthusiasm can contribute significantly to the board's work. I can effectively represent the voice of my peers and contribute meaningfully to the board's decision-making process.

Demographic Information:

This section is **entirely optional**, and your responses will remain confidential. You may select all that apply or choose not to answer.

Age:

Gender:

Ethnicity:

CITY OF PAGE BOARD INFORMATION

COMMUNITY CENTER ADVISORY BOARD - This board is comprised of five (5) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation, programming and fundraising activities of the Community Center.

ECONOMIC DEVELOPMENT ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. The Economic Development Advisory Board shall act as the advisory board to the Page City Council on matters pertaining to the economic development, airport and tourism industries. The board shall advise the Council on goal setting, strategic planning, beautification, construction, marketing strategies, hospitality and business recruitment, retention and expansion.

LIBRARY ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation and programming of the Page Public Library.

PARKS AND RECREATION ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three year terms. This board will act in an advisory and review capacity to the City Council regarding the operation, maintenance, promotion, improvement and activities of the City parks, recreation facilities, playgrounds, trails, and playing and sports fields.

PLANNING AND ZONING COMMISSION - This commission is comprised of seven (7) Council appointed citizens for staggered three year terms. This commission will assist in the preparation of a General Plan; assist in the preparation of development controls; review development proposals, proposed changes to ordinances and changes in development policies; hold public hearings and meetings; assist in preparation of a capital improvements program; make recommendations on proposed boundary changes; and make recommendations on a uniform schedule of fees for service.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM BOARD - This board is comprised of five (5) members pursuant to Arizona Statute §38-847. This board shall have the responsibilities and duties as set forth in A.R.S. § 38-847, as it may be amended from time to time.

YOUTH ADVISORY COMMISSION - This board is comprised of seven (7) Council appointed members who must be actively enrolled students in a public or private high school in Page (including charter and home schools) between ninth and twelfth grade. The board will assist and advise the Parks and Recreation Board on issues concerning youth in Page; present recommended improvements to the City Council of public projects and programs relating to youth; and assist in planning youth/recreation activities and events.

SUBSTANCE ABUSE TASK FORCE - This task force is comprised of five (5) Council appointed citizens for staggered four year terms. This board is responsible for fostering the health and well being of the citizens of Page, Arizona by coordinating efforts to establish and strengthen programs to reduce and prevent substance abuse in the community.

PAGE UTILITY ENTERPRISES BOARD - This board shall be composed of a total of six (6) members who shall live within the city limits of Page, Arizona. Five (5) members shall be appointed by resolution of the Council and serve for staggered five year terms. The sixth members shall be the Mayor or designee who shall serve as an ex-officio member without the privilege of voting. The board was established as an independent body to operate the Page Utility Enterprises, as more specifically set out in Ordinance No. 588-12. The board has general powers to operate the electric, water, and sewer systems; procure and erect all buildings and facilities for the use of the utilities; appoint a General Manager; and recommend rates, fees, and charges for adoption by City Council.

BOARD OF ADJUSTMENT - This board is comprised of five (5) Council appointed citizens for staggered three year terms, pursuant to Arizona Statute section 9-462-06. **ADJUSTMENT** - Meets as necessary when appeals have been filed. Duties are to hear and decide appeals for variances from terms of the zoning ordinances and to hear and decide appeals in alleged error in the order, requirement, or decision made by the Zoning Administrator.

APPEALS - The board has the authority to hear cases in which a citizen wishes to overturn the decision of the building official on matters pertaining to the adopted Uniform Building Codes. This board does not have the power to hear variances on individual cases. They are primarily concerned with code interpretation and alternate use of building materials whenever a request is denied by the building official. The board should be trained in the Uniform Code and have background in building construction or design. Occasionally the board may be used as a review board to recommend code changes.

FIRE - The board hears matters on petition by a citizen when an interpretation or ruling is needed on the Uniform Fire Code. When such a request is filed, the board sets a meeting date and information on the reason for the interpretation under consideration is presented in report form by the Fire Department. The petitioner presents information in the hearing and the board makes a ruling based on its findings after considering the information and the wording of the Code. Revised December 4, 2018 Ordinance 650-18 Section §31.20

Please confirm your signature by typing your full name in the box below.

Kayley Begay

I agree this is a legal representation of my signature for all purposes just the same as a pen-and-paper signature.

Signed On: 4/1/2025



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.1.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Resolution 1331-25 for Airport Development Reimbursable Grant Agreement E5MMT01C

Presented by: Kyle Christiansen, Director of Public Works

Department: Public Works

Action: Resolution

RECOMMENDED ACTION:

Move to adopt Resolution 1331-25 for the Airport Development Reimbursable Grant Agreement E5MMT01C.

BACKGROUND:

The airport is beginning Phase 2 of the Runway Safety Area Grading Project. The first phase addressed the grading needs to extend the runway safety area surfaces further to the north and south ends of the existing runway. Phase 2 addresses the need to replace and relocate the visual approach slope indicators (VASI) with precision approach path indicators (PAPI). New runway signage and markings are also part of Phase 2. The City has entered into grant agreements with the FAA to reimburse the project costs up to 91.06%. The remainder of the project costs are shared matches between the STATE and the City. The FAA project funding comes from two sources: the Airport Improvement Project (AIP) and the Bipartisan Infrastructure Law (BIL), representing the two grant sources.

On January 17, 2025, the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMT01C for the State-shared portion of \$49,088.00 (4.47%) for Fiscal Year 2025 funding. This Federal State Local Grant is for the AIP-funded grant match. The State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMU01C for the State-shared portion of \$31,335.00 (4.47%) for Fiscal Year 2025 funding. This Federal State Local Grant is for the BIL-funded grant match. The AIP, BIL and State grants are reimbursable grants specifically for the Phase 2 RSA project.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: FY25

Budget Impact:

The project expense and reimbursements were anticipated in the FY25 Budget.

Attachments

Resolution AIP

AIP 44

ADOT GRANT (AIP)

RESOLUTION NO. 1331-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ACCEPTING A GRANT OFFER OF THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP, GRANT NUMBER E5MMT01C.

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

Section 1. That the Mayor and City Council of the City of Page accept and approve the grant agreement of the Arizona Department of Transportation, Multimodal Planning Division, Aeronautics Group, Grant Number E5MMT01C, and authorize the Mayor to execute the agreement.

Section 2. That the Mayor and City Council have the legal power and authority to do all things necessary, in order to undertake and carry out the Project and to accept, receive and disburse grant funds from the State in aid of the Project.

Section 3. The City of Page now has on deposit, or is in a position to secure Forty-Nine Thousand Eighty-Eight Dollars (\$49,088), or an equivalent amount represented by the City of Page's proposed labor and equipment costs, for use in defraying the City of Page's share of the costs of the Project. The present status of these funds is as follows:

General funds.

Section 4. The City hereby designates Linda Watson, Finance Director, to receive payments representing the State's share of project costs.

Section 5. The City has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: IV0000009237

Sponsor Vendor Address: City of Page

**P.O. Box 1180
Page, AZ 86040-1180**

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF PAGE, COCONINO COUNTY, ARIZONA this ____ day of _____,
2025, by the following vote:

Ayes	_____
Nays	_____
Abstentions	_____
Absent	_____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona

Phoenix Airports District Office:
3800 N Central Ave, Ste 1025
Phoenix, AZ 85012-2136

August 22, 2024

Darren Coldwell
City Manager
Page Municipal Airport
PO Box 1180
697 Vista Avenue
Page, AZ 86040

Dear Mr. Coldwell:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0025-044-2024 at Page Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sean Larson, (602) 792-1077, sean.r.larson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mike N Williams
Manager, Phoenix Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 22, 2024

Airport/Planning Area Page Municipal Airport

Airport Infrastructure Grant
Number 3-04-0025-044-2024

Unique Entity Identifier DBTUWXXK86X1

TO: City of Page

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 10, 2024, for a grant of Federal funds for a project at or associated with the Page Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Page Municipal Airport (herein called the "Project") consisting of the following:

Shift Runway 15/33 (200'), Install Runway Visual Guidance System, and Install Runway Signage and Markings

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA

Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (91.06) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,000,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,000,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does

not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 05, 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 25, 2024

City of Page

(Name of Sponsor)

Darren Coldwell
 Darren Coldwell (Aug 25, 2024 13:56 PDT)
 (Signature of Sponsor's Authorized Official)

By: Darren Coldwell

(Typed Name of Sponsor's Authorized Official)

Title: City Manger

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Josh Smith, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 11, 2024

By: Josh Smith
 Josh Smith (Sep 11, 2024 18:19 PDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(City of Page)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 10, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



1801 W. Jefferson St., RM B05
MD426M
Phoenix, AZ 85007

KATIE HOBBS
GOVERNOR

JENNIFER TOTH
DIRECTOR

March 13, 2025

Kyle Christiansen
Public Works Director
City of Page
697 Vista Ave
Page, AZ 86040

Subject: ADOT Airport Development Reimbursable Grant Agreement

Dear Mr. Christiansen,

On January 17, 2025 the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMT01C for State Share portion of \$49,088.00 for Fiscal Year 2025 funding. This Federal State Local Grant is for the following project: Shift Runway 15/33 (AIP).

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C and Schedules One through Three. DocuSign requires that the forms be filled out in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. DocuSign also requires the upload an ALP-based drawing which clearly depicts the project location and scope. Completed and signed Agreements must be finalized in DocuSign no later than July 13, 2025, or sooner.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as the Federal Aviation Administration's AIP number (if applicable) on all correspondence and/or documents related to this project.

As soon as possible, please send ADOT a PDF copy, via email, of your General Services Agreement (or other contract for professional and/or construction services) including the scope of work or task order for this project.

If you have any questions, please contact Grant Manager Jeff Webbe at jwebbe@azdot.gov or (520) 683-5024.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Webbe".

Jeff Webbe
Airport Grants Manager

Grant Number E5MMT01C

City of Page

Page Municipal Airport

AIP# 03-04-0025-044-2024

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and the **City of Page**, a political subdivision of the State of Arizona (the “Sponsor”), for a grant of State funds for the purpose of aiding in financing a Project of ***Shift Runway 15/33 (AIP)*** (the “Project”), for the improvement of the **Page Municipal Airport** (the “Airport”).

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **January 17, 2025** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor’s Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **March 13, 2025**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024**

and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Four Point Four Seven Percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Forty Nine Thousand, Eighty Eight Dollars (\$49,088.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **August 31, 2023** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

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City of Page

Page Municipal Airport

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Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure Forty-Nine Thousand eighty-eight dollars (\$ 49,088.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

General Fund

(Enter local funding type and location)

- 3) The Sponsor hereby designates Linda Watson, Finance Direstor

Name
Title

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: IV0000009237

Sponsor Vendor Address: **City of Page**
PO Box 1180
Page, AZ 86040

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

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City of Page
Page Municipal Airport
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STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: MPD Division Director
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

SPONSOR:

City of Page
Page Municipal Airport

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Cindy Scott
Date: _____

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EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024**

This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024****Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

Grant Number E5MMT01C

City of Page

Page Municipal Airport

AIP# 03-04-0025-044-2024

- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

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- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

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EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The

Grant Number E5MMT01C

City of Page

Page Municipal Airport

AIP# 03-04-0025-044-2024

Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024**

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports during planning, shall submit quarterly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024****Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024****Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Grant Number E5MMT01C**City of Page****Page Municipal Airport****AIP# 03-04-0025-044-2024****Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, Including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

Grant Number E5MMT01C

City of Page

Page Municipal Airport

AIP# 03-04-0025-044-2024

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

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The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet

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allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project’s progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description: <i>Shift Runway 15/33 (AIP)</i> AIP# 03-04-0025-044-2024				
Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.
The project plan will be attached to the end of the document and will be considered Page 22 of 22.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: **\$49,088.00**

Projected Reimbursement Requests / State Cash Flow						
Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

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Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Initial approval of Schedule Three

Certificate Of Completion

Envelope Id: DFC2E94D-7B35-4625-AC0C-2A63468CCA8A

Status: Sent

Subject: ADOT Aeronautics Design-Construct Grant Agreement (E5MMT01C)

Source Envelope:

Document Pages: 22

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jeffrey Webbe

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

jwebbe@azdot.gov

IP Address: 162.59.200.193

Record Tracking

Status: Original

Holder: Jeffrey Webbe

Location: DocuSign

3/13/2025 1:18:32 PM

jwebbe@azdot.gov

Signer Events

Signature

Timestamp

Kyle Christiansen

kchristiansen@pageaz.gov

Sent: 3/13/2025 1:25:10 PM

Security Level: Email, Account Authentication
(None)

Viewed: 3/24/2025 1:18:18 PM

Electronic Record and Signature Disclosure:

Accepted: 3/24/2025 1:18:18 PM

ID: a6d58963-b679-4ca0-ad70-20b0e04aa4cd

Rich Graham

rgraham@cscos.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/2/2024 1:20:09 PM

ID: 9258488c-e174-4647-a36d-7e9b7e352ecc

Kyle Christiansen

kchristiansen@pageaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/24/2025 1:18:18 PM

ID: a6d58963-b679-4ca0-ad70-20b0e04aa4cd

Darren Coldwell

dcoldwell@pageaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/27/2024 9:57:54 AM

ID: 07468f0a-85df-4f41-a72c-631d93bba828

Cindy Scott

cscott@pageaz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/5/2024 9:54:03 AM

ID: 8a17b1a2-339e-4403-b088-8fac47deb174

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Editor Delivery Events	Status	Timestamp
Jeffrey Webbe jwebbe@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 1:25:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.2.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Resolution 1332-25 for Airport Development Reimbursable Grant Agreement E5MMU01C

Department: City Clerk

Action: Resolution

RECOMMENDED ACTION:

Move to adopt Resolution 1332-25 for the Airport Development Reimbursable Grant Agreement E5MMU01C.

BACKGROUND:

The airport is beginning Phase 2 of the Runway Safety Area Grading Project. The first phase addressed the grading needs to extend the runway safety area surfaces further to the north and south ends of the existing runway. Phase 2 addresses the need to replace and relocate the visual approach slope indicators (VASI) with precision approach path indicators (PAPI). New runway signage and markings are also part of Phase 2. The City has entered into grant agreements with the FAA to reimburse the project costs up to 91.06%. The remainder of the project costs are shared matches between the STATE and the City. The FAA project funding comes from two sources: the Airport Improvement Project (AIP) and the Bipartisan Infrastructure Law (BIL), representing the two grant sources.

On January 17, 2025, the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMT01C for the State-shared portion of \$49,088.00 (4.47%) for Fiscal Year 2025 funding. This Federal State Local Grant is for the AIP-funded grant match. The State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMU01C for the State-shared portion of \$31,335.00 (4.47%) for Fiscal Year 2025 funding. This Federal State Local Grant is for the BIL-funded grant match. The AIP, BIL and State grants are reimbursable grants specifically for the Phase 2 RSA project.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: FY25

Budget Impact:

The project expense and reimbursements were anticipated in the FY25 Budget.

Attachments

Resolution BIL

AIP 45 BIL

ADOT GRANT (BIL))

RESOLUTION NO. 1332-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, ACCEPTING A GRANT OFFER OF THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP, GRANT NUMBER E5MMU01C.

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

Section 1. That the Mayor and City Council of the City of Page accept and approve the grant agreement of the Arizona Department of Transportation, Multimodal Planning Division, Aeronautics Group, Grant Number E5MMU01C, and authorize the Mayor to execute the agreement.

Section 2. That the Mayor and City Council have the legal power and authority to do all things necessary, in order to undertake and carry out the Project and to accept, receive and disburse grant funds from the State in aid of the Project.

Section 3. The City of Page now has on deposit, or is in a position to secure Thirty-One Thousand Three Hundred Thirty-Five Dollars (\$31,335), or an equivalent amount represented by the City of Page's proposed labor and equipment costs, for use in defraying the City of Page's share of the costs of the Project. The present status of these funds is as follows:

General funds.

Section 4. The City hereby designates Linda Watson, Finance Director, to receive payments representing the State's share of project costs.

Section 5. The City has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: IV0000009237

Sponsor Vendor Address: City of Page

**P.O. Box 1180
Page, AZ 86040-1180**

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF PAGE, COCONINO COUNTY, ARIZONA this ____ day of _____,
2025, by the following vote:

Ayes	_____
Nays	_____
Abstentions	_____
Absent	_____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona

Phoenix Airports District Office:
3800 N Central Ave, Ste 1025
Phoenix, AZ 85012-2136

August 22, 2024

Darren Coldwell
City Manager
Page Municipal Airport
PO Box 1180
697 Vista Avenue
Page, AZ 86040

Dear Mr. Coldwell:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-04-0025-045-2024 at Page Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sean Larson, (602) 792-1077, sean.r.larson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mike N Williams
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	<u>August 22, 2024</u>
Airport/Planning Area	<u>Page Municipal Airport</u>
Airport Infrastructure Grant Number	<u>3-04-0025-045-2024</u>
Unique Entity Identifier	<u>DBTUWXXK86X1</u>

TO: City of Page
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 10, 2024, for a grant of Federal funds for a project at or associated with the Page Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Page Municipal Airport (herein called the "Project") consisting of the following:

Shift Runway 15/33 (200'), Install Runway Visual Guidance System, and Install Runway Signage and Markings

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (91.06) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$638,333.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$638,333 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 05, 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment;
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 25, 2024

City of Page

(Name of Sponsor)

Darren Coldwell

Darren Coldwell (Aug 25, 2024 13:55 PDT)

(Signature of Sponsor's Authorized Official)

By: Darren Coldwell

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Josh Smith, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 11, 2024

%}


 By: Josh Smith (Sep 11, 2024 18:19 PDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(City of Page)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of June 10, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



1801 W. Jefferson St., RM B05
MD426M
Phoenix, AZ 85007

KATIE HOBBS
GOVERNOR

JENNIFER TOTH
DIRECTOR

March 13, 2025

Kyle Christiansen
Public Works Director
City of Page
697 Vista Ave
Page, AZ 86040

Subject: ADOT Airport Development Reimbursable Grant Agreement

Dear Mr. Christiansen,

On January 17, 2025 the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E5MMU01C for State Share portion of \$31,335.00 for Fiscal Year 2025 funding. This Federal State Local Grant is for the following project: Shift Runway 15/33 (BIL).

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C and Schedules One through Three. DocuSign requires that the forms be filled out in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. DocuSign also requires the upload an ALP-based drawing which clearly depicts the project location and scope. Completed and signed Agreements must be finalized in DocuSign no later than July 13, 2025, or sooner.

It is the Sponsor's responsibility to understand and abide by the requirements of the Grant Agreement. Please reference the ADOT grant number, as well as the Federal Aviation Administration's AIP number (if applicable) on all correspondence and/or documents related to this project.

As soon as possible, please send ADOT a PDF copy, via email, of your General Services Agreement (or other contract for professional and/or construction services) including the scope of work or task order for this project.

If you have any questions, please contact Grant Manager Jeff Webbe at jwebbe@azdot.gov or (520) 683-5024.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Webbe".

Jeff Webbe
Airport Grants Manager

Grant Number E5MMU01C

City of Page

Page Municipal Airport

BIL# 3-04-0025-045-2024

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and the **City of Page**, a political subdivision of the State of Arizona (the “Sponsor”), for a grant of State funds for the purpose of aiding in financing a Project of **Shift Runway 15/33 (BIL)** (the “Project”), for the improvement of the **Page Municipal Airport** (the “Airport”).

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **January 17, 2025** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor’s Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **March 13, 2025**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide

Grant Number E5MMU01C

City of Page

Page Municipal Airport

BIL# 3-04-0025-045-2024

and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Four Point Four Seven Percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Thirty One Thousand, Three Hundred Thirty Five Dollars (\$31,335.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **August 31, 2023** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
- a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure Thirty-Three Thousand Three Hundred thirty-five (\$ 31,335), or an equivalent amount represented by Sponsor’s proposed labor and equipment costs, for use in defraying Sponsor’s share of the costs of the Project. The present status of these funds is as follows:

General Funds
(Enter local funding type and location)

- 3) The Sponsor hereby designates Linda watson, Finance Director
Name Title
to receive payments representing the State’s share of project costs.

Signature of Sponsor’s Representative Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: IV0000009237
Sponsor Vendor Address: City of Page
PO Box 1180
Page, AZ 86040

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

Grant Number E5MMU01C
City of Page
Page Municipal Airport
BIL# 3-04-0025-045-2024

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: MPD Division Director
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

SPONSOR:

City of Page
Page Municipal Airport

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Cindy Scott
Date: _____

Grant Number E5MMU01C**City of Page****Page Municipal Airport****BIL# 3-04-0025-045-2024**

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor.

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This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

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- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

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- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

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- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The

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Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

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d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports during planning, shall submit quarterly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

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If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

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If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

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During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

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EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

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The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet

Grant Number E5MMU01C**City of Page****Page Municipal Airport****BIL# 3-04-0025-045-2024**

allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project’s progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Shift Runway 15/33 (BIL)

BIL# 3-04-0025-045-2024

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.
The project plan will be attached to the end of the document and will be considered Page 22 of 22.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: **\$31,335.00**

Projected Reimbursement Requests / State Cash Flow						
Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2025	\$	\$	\$	\$	\$	\$
2026	\$	\$	\$	\$	\$	\$
2027	\$	\$	\$	\$	\$	\$
2028	\$	\$	\$	\$	\$	\$
2029	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Grant Number E5MMU01C

City of Page

Page Municipal Airport

BIL# 3-04-0025-045-2024

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval					
Issue Invitation for Bids					
Submit Bid Tab for State Review/Approval					
Award Construction Contract/Submit to the State					
Construction Phase					
Pre-Construction Meeting					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					
Submit Final Reimbursement Request and Sponsor Closeout Letter					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Initial approval of Schedule Three

Certificate Of Completion

Envelope Id: 10B40C90-BDCD-4984-99E7-1913A1815F2E		Status: Sent
Subject: ADOT Aeronautics Design-Construct Grant Agreement (E5MMU01C)		
Source Envelope:		
Document Pages: 22	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Jeffrey Webbe
AutoNav: Enabled		206 S 17th Ave
Envelopeld Stamping: Enabled		Phoenix, AZ 85007
Time Zone: (UTC-07:00) Arizona		jwebbe@azdot.gov
		IP Address: 162.59.200.193

Record Tracking

Status: Original	Holder: Jeffrey Webbe	Location: DocuSign
3/13/2025 1:25:23 PM	jwebbe@azdot.gov	

Signer Events

Signature	Timestamp
Kyle Christiansen kchristiansen@pageaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/1/2025 1:10:01 PM ID: d7dcaf50-315f-4b1c-ae42-49756dd7f09f	Sent: 3/13/2025 1:30:52 PM Viewed: 4/1/2025 1:10:01 PM
Rich Graham rgraham@cscos.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/2/2024 1:20:09 PM ID: 9258488c-e174-4647-a36d-7e9b7e352ecc	
Kyle Christiansen kchristiansen@pageaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/1/2025 1:10:01 PM ID: d7dcaf50-315f-4b1c-ae42-49756dd7f09f	
Darren Coldwell dcoldwell@pageaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/27/2024 9:57:54 AM ID: 07468f0a-85df-4f41-a72c-631d93bba828	
Cindy Scott cscott@pageaz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/5/2024 9:54:03 AM ID: 8a17b1a2-339e-4403-b088-8fac47deb174	

In Person Signer Events

Signature	Timestamp
Editor Delivery Events	Status
	Timestamp

Editor Delivery Events	Status	Timestamp
Jeffrey Webbe jwebbe@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 1:30:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.3.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Personnel Policy Update - 7k Exemption Law Enforcement

Presented by: Josh Smith, City Attorney

Department: City Attorney

Action: Motion

RECOMMENDED ACTION:

Move to approve the recommended changes to the Personnel Policy and adopt the policy as revised.

BACKGROUND:

The federal government allows for different overtime rules for law enforcement and fire employees. These differing standards are often referred to as 7k exemptions in reference to the federal regulation section that governs the standards. Essentially, the federal regulations allow an employer to modify the work period and number of hours worked during that work period that trigger overtime pay. For most employees, under federal law, the work period is 7 days and overtime accrues after 40 hours within the 7 day work period. For fire and law enforcement, the work periods can be extended up to 28 days and the number of hours that can be worked before accumulating overtime can be over 40 hours per week.

The maximum number of hours that we can designate before paying overtime are different for fire and law enforcement and are set by law. For fire, the regulations allow up to 212 hours in 28 days before overtime is accrued and for law enforcement it is up to 171 hours in 28 days. One of the benefits of modifying the work period is that the city can implement work schedules that may require applicable employees to work over 40 hours in one week and then work less than 40 hours the next week without automatically incurring overtime costs in the over 40 week.

The city has already adopted and implemented the 7k exemption for fire employees but has never done so for law enforcement employees. Recently, the PD has been experimenting with a schedule that requires patrol officers to work over 40 hours in one week and then under 40 hours the next week. Over the 2 week period, the officers work 80 hours, but the benefit is that the officers get a 3 day weekend every other week. This type of schedule has been implemented in other agencies and the feedback is very positive from these agencies. Officers appear to really enjoy having every other weekend off which boosts morale and reduces burnout.

Depending on staffing levels, the PD desires the flexibility to implement schedules that may require that the City take advantage of the 7k exemption. Because there is a need for some flexibility, staff recommends that the Council adopt provisions that authorize the City Manager to implement the 7k exemption within the confines of the law.

ALTERNATIVES CONSIDERED:

Continue a 7 day work period.

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Year: 24-25

Budget Impact:

Unknown.

Attachments

Regulations

Revised Policy Manual

§ 553.230 Maximum hours standards for work periods of 7 to 28 days—section 7(k).

- (a)** For those [employees](#) engaged in fire protection activities who have a work period of at least 7 but less than 28 consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 212 as the number of days in the work period bears to 28.
- (b)** For those [employees](#) engaged in law enforcement activities (including security personnel in correctional institutions) who have a work period of at least 7 but less than 28 consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28.
- (c)** The ratio of 212 hours to 28 days for [employees](#) engaged in fire protection activities is 7.57 hours per day (rounded) and the ratio of 171 hours to 28 days for [employees](#) engaged in law enforcement activities is 6.11 hours per day (rounded). Accordingly, overtime compensation (in premium pay or compensatory time) is required for all hours worked in excess of the following maximum hours standards (rounded to the nearest whole hour):

Work period (days)	Maximum hours standards	
	Fire protection	Law enforcement
28	212	171
27	204	165
26	197	159
25	189	153
24	182	147
23	174	141
22	167	134
21	159	128
20	151	122
19	144	116
18	136	110
17	129	104
16	121	98
15	114	92
14	106	86
13	98	79
12	91	73
11	83	67
10	76	61
9	68	55
8	61	49
7	53	43

PERSONNEL RULES

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

PERSONNEL SYSTEM RULES OF THE CITY OF PAGE

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

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

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STATEMENT OF PRINCIPLES

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

1. Government is a trust created by the people for their benefit. Those who serve in government are charged with the responsibility to be worthy of the trust of the public; and all their actions, both public and private, must be directed toward advancement of the public interest.

2. Because government is a trust and stands or falls on the faith and confidence of the people, all who serve in government must strive in their every action to deserve the confidence of the people. Public employees are expected to manifest high standards of business-like behavior during working hours and of personal honesty and integrity at all times.

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

3. We who serve the City recognize and acknowledge a commitment of loyalty to the ideals of public service and pledge ourselves to act always in the best interest of the City and the people of Page. The City Council of the City of Page recognizes that a personnel system based on performance and fairness, which will attract and retain competent and dependable City officers and employees, is indispensable to efficient and effective City government. The Council has, accordingly, ordered the creation of the personnel system set forth in the following rules and regulations.

4. The rules set forth in this document are an overview and summary of the policies of the City of Page which are presently in effect. All of the rules and procedures in this handbook are intended as guidelines for human resource relations between the City of Page and its employees. Changes or deletions may occur, without prior notice, at the discretion of the City Council. As rules and benefits are revised or added, changes will be communicated to employees. These rules and procedures are not intended to be a contract of employment nor a guarantee to any employee of continued employment for any specified length of time. Unless provided otherwise by law, employment with the City of Page is "at will" and is therefore subject to the continuing needs of the City services and annual appropriations sufficient to fund established positions. Management reserves the right to interpret and administer the rules and procedures in this handbook. As with any guidelines, exceptions if appropriate may be made at management's discretion with the approval of the City Manager for individual situations.

5. These policies and procedures will be interpreted broadly on the basis of a reasonable approach to specific problems and situations.

ARTICLE 1 - DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

manifestation of partiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department drills as stated in the job descriptions.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - GENERAL PROVISIONS

SECTION 2.1 EQUAL OPPORTUNITY POLICY

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

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

SECTION 2.2 VIOLATION OF RULES

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

SECTION 2.3 AMENDMENT AND REVISION OF RULES

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

SECTION 2.4 PERSONNEL PROGRAM

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

SECTION 2.5 EMPLOYEE PERSONNEL RECORDS

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

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

SECTION 2.6 ACCESS TO PERSONNEL RECORDS

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

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

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

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

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

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

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

Information Considered to Be Public Record

The following information is public record:

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

SECTION 2.7

WRITTEN REQUESTS FOR MATERIALS

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

SECTION 2.8

POLITICAL ACTIVITY

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

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

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

An officer or employee of the City of Page may

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

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

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

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

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

SECTION 2.9

PROHIBITION OF EMPLOYEE SUPERVISION BY A RELATIVE

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

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

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

SECTION 2.10

APPOINTMENT TO CITY BOARDS PROHIBITED

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

SECTION 2.11

ETHICS

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

A. CONFLICTS OF INTEREST

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

B. GIFTS AND GRATUITIES

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

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

C. CONFIDENTIALITY

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

D. USING CITY PROPERTY FOR PERSONAL GAIN

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

E. UNLAWFUL ACTIVITY

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

F. OUTSIDE EMPLOYMENT

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

ARTICLE 3 - CLASSIFICATION

SECTION 3.1

PREPARATION OF PLAN

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

SECTION 3.2

ESTABLISHMENT, AMENDMENT, AND REVISION OF PLAN

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

SECTION 3.3

NEW POSITION

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

SECTION 3.4

RECLASSIFICATION

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

ARTICLE 4 - COMPENSATION

SECTION 4.1

PREPARATION OF PLAN

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

SECTION 4.2

ADMINISTRATION OF THE COMPENSATION PLAN

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

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

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

SECTION 4.3

INCREASES IN COMPENSATION

Increases in compensation may be made in the following ways:

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

SECTION 4.4

MARKET ADJUSTMENT

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

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

SECTION 4.5

PROMOTIONS

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

SECTION 4.6

GENERAL PRINCIPLES

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

Compensation Plan.

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

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

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

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

SECTION 4.7

COMPENSABLE TIME

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

SECTION 4.8

OVERTIME

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

SECTION 4.9

COMPENSATORY TIME

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

SECTION 4.10

UNIFORM OR CLOTHING ALLOWANCE

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

SECTION 4.11

TRAVEL AND EXPENSE

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

SECTION 4.12

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

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

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

On-Call is:

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

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

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

After Hours or Weekend Call Out is:

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

Holiday Call Out is:

See Section 8.11.

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

ARTICLE 5 - APPLICATIONS & APPLICANTS

SECTION 5.1

ANNOUNCEMENT

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

SECTION 5.2

APPLICATION FORMS

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

SECTION 5.3

DISQUALIFICATION

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

ARTICLE 6 - METHOD OF FILLING VACANCIES

SECTION 6.1

TEMPORARY AND SEASONAL EMPLOYEES

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

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

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

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

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

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

ARTICLE 7 - PROBATIONARY PERIOD / TRAINING PERIOD

SECTION 7.1

REGULAR APPOINTMENT FOLLOWING PROBATION OR TRAINING

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

SECTION 7.2

OBJECTIVES OF THE PROBATIONARY OR TRAINING PERIOD

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

SECTION 7.3

REJECTION OF PROBATIONARY PERIOD EMPLOYEE

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

SECTION 7.4

REJECTION OF TRAINING PERIOD EMPLOYEE

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

ARTICLE 8 - ATTENDANCE AND LEAVE

SECTION 8.1

EARNED LEAVE

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

A. VACATION LEAVE ACCRUAL

Eligible employees shall accrue credits at the following rates:

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

All vacation accruals are limited by Section 8.1.D.

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

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

B. PURPOSE AND USE OF VACATION LEAVE

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

C. SCHEDULING OF LEAVE

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

D. ACCRUAL OF VACATION LEAVE

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

E. HOLIDAYS AND LEAVE

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

F. VACATION LEAVE PAYMENT UPON TERMINATION

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

SECTION 8.2

SICK LEAVE

Accrued sick leave with pay shall be granted to all employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity. Employees capable of performing light duty shall so advise their department head who may make these arrangements. Unnecessary or unapproved use of sick leave shall be cause for disciplinary action. When an employee is sick while on vacation, the day may be changed to a sick day if a physician's certificate is provided. Sick leave may be used for the same purposes as allowed by FMLA leave. Sick leave is not accrued while on unpaid leave, including FMLA and Worker's Compensation.

A. COMPENSATION WHILE ABSENT ON SICK LEAVE

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, the City Manager or designee prior to or within ½ hour of the time set for beginning his/her daily duties or as set by Department rules and regulations. Every effort shall be made to contact the immediate supervisor prior to contacting the City Manager or designee. The employee may be required to file a physician's certificate or a personal affidavit with the City Manager stating the cause of absence. After three (3) consecutive days a supervisor may require a physician's certificate upon returning to work, but after five (5) consecutive days, a certificate is mandatory.

B. SICK LEAVE ACCRUAL RATES

Eligible employees shall accrue sick leave at the following rates

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

C. ACCUMULATED SICK LEAVE

Employees may not accrue more than 960 hours of sick leave except for the purposes of payment as follows. Once the maximum limit of 960 hours has been accumulated, an employee hired before July 1, 2017, may elect to be paid for the excess of 960 sick hours at a rate of 75% their base pay, or purchase service time from ASRS/PSPRS (if eligible) at a rate of 75% their base pay. Upon separation from City employment, an employee may be eligible to be paid at full face value for accrued sick leave if (1) the employee has been employed by any department with the City for ten continuous years and (2) the employee applies for and elects to receive ASRS/PSPRS benefits immediately upon separation from City service.

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

D. WORKERS' COMPENSATION

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

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

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

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

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

Starting with the eighth (8th) calendar day of worker's compensation leave, the employee has two options. First, the employee may endorse the worker's compensation wage replacement check and turn it in to the City. In exchange for endorsing the check to the City, based on individual leave balances, the employee will continue to receive bi-weekly checks from the City but leave balances will be charged at one-third (1/3) of the regular pay period amount. Leave used will be charged first to sick leave accruals, then vacation, then personal days, and lastly, to Compensatory Time.

Authorized payroll deductions will continue to be made by the City until

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

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

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

E. NECESSARY MEDICAL TREATMENT FOR FAMILY MEMBERS

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

F. LIGHT DUTY

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

G. DIRECT GRANTS OF SICK LEAVE

1. ELIGIBILITY TO MAKE DIRECT GRANT

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

2. ELIGIBILITY TO RECEIVE A DIRECT GRANT

- a. To be eligible to receive a direct grant of sick leave, a City employee must have met the six (6) month qualifying period to take sick leave.
- b. The employee must suffer an extensive illness or accident

(i.e., illness, injury, disability or quarantine which incapacitates the employee) which results in an absence from work of no less than ten (10) consecutive working days.

- c. The employee must exhaust all personally accrued sick leave, annual leave, and other accrued paid leave and compensatory time. Agreeing to receive a direct grant of sick leave constitutes an agreement to exhaust all accrued annual leave in order to become eligible to receive additional sick leave.
- d. Approval to receive a direct grant of sick leave from the City Manager may be requested by the employee or the employee's Department Head. The request is first forwarded to the Human Resources department that will verify eligibility for the grant.
- e. The employee may be required to provide to the Human Resources department a physician's certification of extensive illness or accident.
- f. Grants will be used in order of receipt. When the employee returns to work, donations cease. Unused donations will be returned to the donor.

3. OTHER INFORMATION RELATING TO DIRECT GRANTS OF SICK LEAVE

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

4. PROHIBITED USES OF DIRECT GRANTS

An employee shall not receive direct grants of sick leave:

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

SECTION 8.3

FAMILY LEAVE

The City of Page complies with the Family Medical Leave Act (FMLA) which provides job protection and continuation of medical benefits if a qualified employee needs time off for his/her own or a family member's serious medical condition, childbirth, or adoption. For the use of FMLA a family member is defined as the employee's spouse, son or daughter, or parent. Only those full-time regular and part-time regular employees who have worked for the City for at least twelve (12) months prior to requesting the leave and who have worked at least 1,250 hours during the previous twelve (12) months are covered. The twelve (12) weeks of

unpaid leave that FMLA allows is measured forward from the date an employee's FMLA leave begins. In all cases where FMLA leave is taken, the employee must use any accrued vacation or sick leave during any FMLA leave prior to the leave being unpaid. FMLA leave runs concurrently with all other leave including sick leave, vacation leave, short term disability, and leave pursuant to workers' compensation. All FMLA leave will be unpaid but employees will receive pay for the duration of available paid leave such as vacation or sick leave. The combination of accrued paid leave and unpaid leave will not exceed twelve (12) weeks of FMLA protection per year. In addition, an employee who is a spouse, son, daughter, parent or next of kin may take up to 26 weeks of leave to care for a member of veteran of the Armed Forces if eligible.. For specific information, contact the Human Resources Office.

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

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

Employees taking FMLA leave will be guaranteed the same or equivalent position after returning from leave. However, key employees may be exempt from FMLA reinstatement protection. As a condition of restoring an employee whose FMLA leave was due to the employee's own serious health condition that made the employee unable to perform the employee's job, the employee shall obtain and present certification from the employee's health care provider that the employee is able to resume work. The employee has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process and is responsible for any associated costs.

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

SECTION 8.4

BEREAVEMENT LEAVE

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

shifts for fire department 7k exempt employees of bereavement leave will be granted automatically.

SECTION 8.5

PERSONAL HOURS

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

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

SECTION 8.6

MILITARY LEAVE

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

SECTION 8.7

LEAVE OF ABSENCE WITHOUT PAY

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

The City Manager may grant a regular or probationary employee a leave of absence without pay for more than five (5), four (4) if working a 4/10 work week schedule, consecutive days without change in seniority. Such leave shall be granted only upon written request of the employee, setting forth the reasons for the request. Upon expiration of the authorized leave of absence the employee shall be reinstated in their previous position or as comparable a position that is available at the time of the employee's return to work. Failure on the part of an employee to return to work at the expiration of the authorized leave of absence shall be cause for termination. Leave of absence granted under this section shall not be for purposes permitted under Section 8.3. Employees are responsible for the cost of their authorized deductions if they are on leave without pay during any full pay period. Contributions to existing retirement plans will not be made during an unpaid leave, nor will vacation or sick leave accrue.

SECTION 8.8

JURY / WITNESS LEAVE

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

SECTION 8.9

ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves as adopted by the City and their respective departments. Absence from work, other than illness, shall be scheduled in advance. All departments shall keep daily attendance records of employees which shall be reported to the City Manager or designee in the form and on dates specified. Failure on the part of an employee to report absences prior to the start of their shift may be grounds for discipline. Two days of a no-show, no-call, or one

(1) 24 hour shift for fire department 7k exempt employees, shall be considered a voluntary quit without notice.

A. WORK SCHEDULES

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

B. HOURS OF WORK

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

SECTION 8.10

HOLIDAYS

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

New Year's Day
Martin Luther King, Jr., Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

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

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

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

A. HOLIDAYS AND WEEKENDS

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

B. HOLIDAYS OFF

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

C. HOLIDAYS WORKED

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

D. ELECTIONS

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

ARTICLE 9 - PAY ADJUSTMENTS

SECTION 9.1

APPLICATION OF RATES

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

SECTION 9.2

ADVANCEMENT

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

SECTION 9.3

RECORDING RATES OF PAY

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

SECTION 9.4

BELOW MINIMUM OF THE PAY RANGE

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

ARTICLE 10 - TRANSFER, DEMOTION, SUSPENSION AND REINSTATEMENT

SECTION 10.1

TRANSFER

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

SECTION 10.2

DEMOTION

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

SECTION 10.3

SUSPENSION WITHOUT PAY

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

A. REASSIGNMENT

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

SECTION 10.4

SUSPENSION WITH PAY

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

SECTION 10.7

REINSTATEMENT

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

ARTICLE 11 - DISCIPLINE

SECTION 11.1

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

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

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

ARTICLE 12 - SEPARATION FROM EMPLOYMENT

SECTION 12.1

TERMINATION

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

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

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

SECTION 12.2

LAYOFF

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

SECTION 12.3

RESIGNATION

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

ARTICLE 13 - GRIEVANCE PROCEDURES

SECTION 13.1

GRIEVANCE DEFINITION

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

SECTION 13.2

RESOLUTION ON AN INFORMAL BASIS

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

SECTION 13.3

FAILURE TO ISSUE DECISION

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

SECTION 13.4

EXTENSION OF TIME LIMITS

Time limits as designated in this Article may be extended by written mutual agreement between the parties.

SECTION 13.5

FORMAL GRIEVANCE PROCEDURE

After consideration of the intent expressed above, the following procedure shall be used to ensure that grievances are resolved as quickly as possible.

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor or department head. The grievance shall set forth in as much detail as possible the nature of the grievance, shall describe the circumstances surrounding the matter, and shall specifically address the type and scope of corrective action requested. The grievance shall be submitted within ten (10) working days of the occurrence of the grievance. The immediate supervisor or department head shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Human Resources Department within ten (10) working days of the receipt of the Step 1 response. The Human Resources Department shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, the grievance may be presented in writing to the City Manager within ten (10) working days of the receipt of the Step 2 response. The City Manager shall resolve the grievance and shall respond in writing to the employee within thirty (30) days. The decision of the City Manager is final and binding.

SECTION 13.6

ADVERSE ACTIONS

No adverse actions or retaliation shall be taken against an employee for exercising his/her right to file a grievance.

ARTICLE 14 - TRAINING OF EMPLOYEES

SECTION 14.1

CREDIT FOR TRAINING

Participation in and successful completion of special training courses will be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the City Manager or designee and the employee's department head. Some training will be mandatory, and failure to attend may result in disciplinary action.

SECTION 14.2

TRAINING REIMBURSEMENT

Repayment for training may be made by the City when the training is related to the employee's job. Such repayment shall be made by prior arrangement with the employee's department head and the City Manager upon satisfactory completion of the training course and all required forms.

If the certification is required by the City, the City will front the cost of the examination and any pre-test course that might be offered. If the certification is denied, further testing costs for that particular certification will be paid by the employee.

Arrangements may be made for the City to pay up-front costs when the college class, degree program, or certification is of benefit to the city.

ARTICLE 15 - EMPLOYEE SAFETY AND SECURITY

SECTION 15.1

DRUG FREE WORKPLACE

The City of Page complies with the Drug Free Workplace Act of 1988. Employees are prohibited from the unlawful manufacture, distribution, dispensing, possession, and/or use of unauthorized controlled substances on City premises or worksites, including City vehicles. Employees may not be impaired by alcohol or drugs while on duty. Violation of this policy may result in discipline, up to and including, termination.

A. TESTING

The City is committed to maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public. In order to achieve this goal, the City has established a program designed to prevent and detect the misuse and abuse of alcohol and drugs in the workplace. This policy applies to all employees in all departments of the City. Positions regulated by federal or state law (such as CDL drivers) are subject to all applicable federal and state regulations.

The City tests for the following substances during pre-employment, reasonable suspicion, follow-up, return to duty, post-accident and/or random tests (Exception: In accordance with federally-mandated DOT regulations for CDL employees, only the first 5 substances listed below will be tested under a CDL-specific test):

- Cannabinoids/THC (Marijuana)
- Methamphetamines
- Cocaine
- Barbiturates
- Opiates
- Benzodiazepines
- Phencyclidine (PCP)
- Propoxyphene
- Amphetamines
- Methadone

When an alcohol test is administered during a random, reasonable suspicion, post-accident, or follow-up test, an alcohol concentration level of 0.02 or higher will be considered positive. The City reserves the right to test for substances other than those listed above.

All testing will be completed by a licensed professional vendor who will collect and analyze samples using an established protocol and scientific method that conforms with the requirements of A.R.S. § 23-493.03. Results of the test will be in accordance with generally prescribed thresholds adopted by the licensed professional collection/testing facilities. Refusal to test shall be grounds for denial of employment or for City employees, grounds for disciplinary action up to and including termination. Any positive test shall be grounds for denial of employment or for City employees, grounds for disciplinary action up to and including termination.

Tested employees shall have the right, on request, to obtain the written test results. Prior to taking final disciplinary action, the City will, at the employee's or applicant's request, give the person an opportunity to explain, in a confidential setting, a positive test result. An employee's or applicant's failure to adequately explain the test result will constitute a

violation of this policy.

The communications the City receives through this testing program that are relevant to test results are confidential and may not be disclosed except to the employees who have a legitimate business reason for knowing the information, the tested individual, or as otherwise authorized in applicable Arizona Revised Statutes. The City shall comply with the provisions of the Arizona Medical Marijuana Act.

1. Types of Testing

- a. Pre-Employment. After a contingent employment offer is made (contingent on the employee testing negative on a drug screen and successfully passing a background verification), but before the candidate begins employment, a limited panel drug screen must be conducted and results received by the Human Resources Department. Applicants who: test positive, refuse to take the test, adulterate, or substitute a specimen provided for testing will have the offer of employment withdrawn.
- b. Reasonable Suspicion. The City as an employer, has an obligation to take steps to ensure the safety of its employees and the general public. Reasonable suspicion drug and alcohol testing may be conducted when one, or more supervisors, when feasible, have observed and documented conduct and/or behaviors that may signal impairment of an employee in the workplace. Reasonable suspicion drug and alcohol testing may be conducted when the City receives information regarding an employee and his/her use of an illegal substance, misuse of prescription medications, and/or the consumption of alcohol during work hours.
- c. Post-Accident. Employees who are in positions that require a CDL are federally mandated to complete drug and alcohol testing when involved in a vehicular accident and: 1. there is a death, or 2. if a citation is issued to the employee under state or local law for a moving traffic violation arising from a work-related motor vehicle accident and when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene.
- d. Follow-Up. Any employee who self-reports alcohol or drug use must test negative for alcohol/drugs and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to work. The City will pay for the cost of the test. Once allowed to return to duty, as recommended by the SAP, an employee will be subject to unannounced follow-up alcohol/drug testing for at least 12 but no more than 60 months. The frequency and duration of the follow-up testing will be determined by the SAP.
- e. Return to Duty- Individuals in Safety Sensitive Positions, who have not performed safety sensitive job duties or been subject to a Random drug and alcohol test for a period of 90 consecutive days, must submit to a drug screen prior to resuming safety sensitive job duties.
- f. Random. Employees who are in positions that require a CDL are federally mandated to complete random drug and alcohol testing. Other employees in safety-sensitive

positions are subject to random testing. Random testing will be unannounced and spread reasonably through the calendar year. The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method. Generally, employees not in safety sensitive positions are not subject to random drug screens under this policy.

B. PROHIBITED BEHAVIOR

It is a violation of this policy to:

1. Possess, or store Controlled Substances or other intoxicants, without a valid prescription; or to manufacture, sell, trade, and/or offer for sale any Controlled Substance.
2. Report to work under the influence of drugs or alcohol, or any substance that impairs an employee's mental or physical capacity.
3. Fail to provide notice as required by this policy.
4. Test positive for any substance to which this policy applies.
5. Refuse to test.
 - a. Refusal to Test means any of the following:
 - i. Failure to appear for a required test except in the case of a pre-employment test;
 - ii. Failure to remain at the collection site for a required test except in the case of a pre-employment test when the employee leaves the collection site before the test begins;
 - iii. Failure to provide a urine specimen for a required test;
 - iv. Failure to permit direct observation when required by the testing facility;
 - v. Failure to provide sufficient urine/breath without medical evidence and explanation of this inability;
 - vi. Failure to take a second test when required;
 - vii. Failure to undergo a medical exam when required;
 - viii. Failure to cooperate with the testing process including any attempt to interfere, alter, substitute, adulterate, contaminate, or in any way affect the outcome of a drug/alcohol test;
 - ix. A verified adulterated or substituted test.

C. MANDATORY NOTIFICATIONS

1. Employees that hold a safety sensitive position or a position that requires a valid driver's license are required to notify his/her supervisor of any charge, arrest, or conviction from driving over the legal limit for alcohol or driving under the influence immediately or by the next workday.
2. Before performing work-related duties, employees must notify their supervisor in writing when the employee is taking any legally prescribed Controlled Substance, or any therapeutic drug or nonprescription drug, which is reasonably anticipated to negatively impact the ability to perform the employee's job duties (a warning label indicating impairment of mental function, motor skills, or judgment, for example). In such case, the employee may be assigned to perform work that can be safely performed while using such medication, placed on paid time off, or placed on another appropriate leave.

D. DEPENDENCE - SELF REPORTING & ASSISTANCE

1. Employees may voluntarily self-identify as being in need of help for alcohol / drug use or abuse. Employees who self-report a dependency issue will be referred for evaluation and rehabilitation. Employees will not be subject to discipline for self-reporting as long as the employee self-reports before any alcohol/drug test is ordered under this policy or any investigation regarding possible violation of this policy by the employee is begun.
2. The City recognizes that alcohol and drug abuse and addiction are treatable illnesses. The City also realizes that early intervention and support improve the success of rehabilitation. To support our employees, the City:
 - a. Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
 - b. Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
 - c. Ensures the availability of a current list of qualified community professionals.
 - d. Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program. Contact Human Resources for more information about this benefit.
 - e. Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

SECTION 15.2

WORKPLACE SAFETY

The City of Page endeavors to maintain a safe workplace for employees and the public at all times. The display or use of any form of verbal or physical abuse or violence at the workplace or while on any City business is strictly prohibited. Employees are required to report to a supervisor or management any situations or circumstances they feel are unsafe or which may contribute to personal safety problems for themselves or the public. Investigations will be conducted and disciplinary action taken for any instance of threatened or actual violence that occur within the work place jurisdiction of the City of Page.

Employees are prohibited from bringing any articles, substances, or devices classified or typically known as weapons or items harmful to persons or property to the workplace. Employees are also prohibited from possessing weapons, articles or substances which may cause harm to persons or property on their person or in a vehicle while on City property or in the conduct of City business. This prohibition does not include items such as pocket knives and/or tools or similar devices. Employees required by their position with the City of Page to possess weapons while on the job, such as certified law enforcement officers, are excluded from this regulation insofar as it concerns the specific weapon they are authorized by their department to possess and use.

SECTION 15.3

HARASSMENT, DISCRIMINATION AND ACCOMODATION

The City is an equal opportunity employer. All employees and applicants for employment are recruited, evaluated, hired, promoted, transferred, demoted, disciplined, terminated or otherwise dealt with based solely on merit, fitness for duty and such other bona fide occupational qualifications as each individual might possess. No personnel decisions concerning any term or condition of employment will be based upon membership in a protected class, or asserting rights created by law, except where such criteria constitutes a bonafide occupational requirement.

A. UNLAWFUL DISCRIMINATION

1. The City prohibits unlawful discrimination and such will not be tolerated.
2. Federal and state laws define unlawful discrimination as unequal treatment in a term or condition of employment because of one's membership in a protected category. Unlawful discrimination includes sexual harassment and harassment because of membership in a protected group. For purposes of this policy, unlawful discrimination also includes unequal treatment because an employee asserts a lawful right such as use of family medical leave, or military leave. The City is committed to taking all reasonable steps to prevent discrimination and taking necessary steps to stop any discrimination from occurring.
3. Protected groups include gender, race, color, national origin, ancestry, religion, creed, physical or mental disability, age, or genetic test results, or any other basis protected by federal, state or local law.
4. Harassment for purposes of this policy includes:
 - a. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
 - b. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
 - c. Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of the employee's gender or any other protected basis.
 - d. Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss, and offers of job benefits in return for sexual favors. Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work violates this policy and will not be tolerated.

B. UNLAWFUL RETALIATION

Retaliation against any employee who participates in a protected activity pursuant to this policy will not be tolerated. Retaliation means an adverse employment action in a term or condition of employment that is a result of an employee's participation in a protected activity. Protected activity means reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing of unlawful discrimination.

C. REPORTING

If any employee believes they have been unlawfully discriminated against or retaliated against, or is aware of unlawful discrimination/retaliation of others, the employee should report the conduct to a supervisor; a supervisor or manager in the employee's immediate chain of command; or the Human Resource Department. If for any reason an employee cannot report discrimination or retaliation to one of these individuals, the employee can report the conduct to the City Attorney.

D. ADA Accommodation

1. Any employee having difficulty performing the essential functions of their position because of physical or mental disability may request a modification or adjustment in the work environment to enable the employee to perform the essential functions of the position; this is known as an accommodation. Essential function

- means a job duty fundamental to the position and can include job functions unique to the position or special skills and abilities unique to the position or person who must fill the position.
2. A request for accommodation should be made to the Human Resource Department.
 3. The City will make reasonable accommodation for the known physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat would result. An undue hardship means significant difficulty or expense, based on a case-by-case assessment of factors such as the nature and cost of the requested/proposed accommodation and the impact of the accommodation on the City.
 4. Employees requesting an accommodation may be required to provide reasonable documentation about the disability and/or functional limitations and in some instances submit to a medical examination to determine the existence of a disability or functional limitation, ability to perform the essential functions of the position, and/or feasibility of accommodating and disability or functional limitation.

E. PROCEDURE

1. Unlawful Discrimination/Retaliation
 - a. Initial Resolution. The prohibition, correction, and deterrence of unlawful discrimination and harassment are basic and fundamental City policies. In furtherance of this goal, employees are encouraged to resolve disputes at the earliest time and lowest level possible. Therefore, an employee who is subjected to verbal, visual, or physical conduct which is offensive to the employee should respectfully inform the offender of the specific concern and request that the offender not repeat such conduct. If this action does not stop the conduct, or if the employee has any concern of violence or retaliation, the employee should report the conduct as provided below.
 - b. Reporting. Reports of unlawful discrimination or retaliation under this policy can be made verbally or in writing and should be made as soon as possible. Written reports should be submitted to the Human Resources Department. Verbal reports should be reduced to writing as soon as possible.
2. ADA Accommodation
 - a. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job the employee or applicant holds or desires may request a reasonable accommodation by contacting the Human Resource Department.
 - b. Human Resource personnel will review the request for accommodation and will meet with the employee to discuss limitations in performing the essential functions of the employee's position and potential accommodations.
 - c. Working with the employee, department, health care providers, and experts where necessary, Human Resources will facilitate discussion and evaluation of potential accommodations and whether or not such options could result in either an undue hardship or direct threat. Employees are expected to fully cooperate in the

- accommodation process. The duty to cooperate includes making every effort to provide management with current medical information upon request. Medical information will be maintained consistent with applicable privacy laws.
- d. The City Manager will make the final decision regarding the existence and viability of accommodations and will communicate that decision in writing to the employee, including the reason for any denial. Determinations will be made within 14 days of request, absent extenuating circumstances. Denial of a request for accommodation may be grieved in accordance with City policy.

SECTION 15.4

INSPECTION OF PROPERTY, EQUIPMENT, AND VEHICLES

All property, equipment and vehicles owned or paid for by the City are subject to inspections by the City Manager or designee. Employees should not expect that any City owned property or items are private. Employees who refuse to permit inspections under this policy or who fail to cooperate with inspections will be subject to discipline up to and including termination.

SECTION 15.5

SAFETY

A. GENERAL GUIDELINES

1. Employees
 - a. Employees are required as a condition of employment to adhere to the following safety rules, conserve materials, and exercise due care in their daily work to prevent injuries to themselves and fellow workers, as well as the general public.
 - b. Each employee shall:
 - i. Report all unsafe work conditions, equipment and materials to their supervisor.
 - ii. Keep working areas and station clean and orderly at all times.
 - iii. Report accidents to a supervisor immediately.
 - iv. Avoid horseplay and boisterous activities that will distract others.
 - v. Lift and handle materials properly.
 - vi. Obey all published safety rules and work instructions for specific jobs. If there is any doubt about proper procedures to follow, stop the activity until instruction is given by their supervisor.
 - vii. Only operate machinery or equipment for which they have been properly trained and authorized to use.
 - viii. Use proper tools and equipment for each job.
 - ix. Wear all proper and required safety equipment for each work area and job.
 - x. Dress safely and sensibly for work.
 - xi. Promote the safety program and make suggestions for improving work conditions and safe operation.
 - xii. Conserve materials and supplies to prevent waste.
 - xiii. Certify in writing that they understand compliance with safety regulations and policies as a condition mandatory for employment.
2. Foremen/Supervisors
 - a. Each supervisor shall ensure that:

- i. All personnel are briefed and understand work procedures and policies.
- ii. All employees are trained and retrained as necessary in the manner in which specific jobs are to be accomplished especially when hazardous conditions exist.
- iii. All employees are instructed to in the use of protective equipment.
- iv. Required safety equipment and protective devices for each job are available and used properly by each employee.
- v. Safety equipment and protective devices are properly maintained, inspected and replaced when necessary.
- vi. Safety suggestions and written comments from employees are encouraged and adopted when feasible.
- vii. Accidents are properly investigated.
- viii. Corrective action is taken promptly when hazards or unsafe conditions are recognized or observed.
- ix. Employees comply with all safety polices and regulations.
- x. There is impartial enforcement of work policies and safety rules.

3. Employee/Operator Responsibilities

- a. Inspect vehicle and equipment they are to operate each day or prior to the first trip for:
 - i. Evidence of damage. You may be responsible for accident damage that is not reported before you drive a vehicle.
 - ii. Steering, braking or other control defects.
 - iii. Operation of signals, wipers, windows and other similar equipment on the vehicle related to normal driving needs.
 - iv. Level of fluids, tire pressure, etc.
- b. Employees are to report any unsafe condition on a vehicle at once prior to operating the unit. If safety problems arise during operation the vehicle shall be taken out of service and the problems reported. If safety problems arise while an employee is out of town the problem is to be reported at once to risk manager for instruction on how to proceed.
- c. Wear seat belts.
- d. Notify police, supervisor and risk manager at once of any accident involving a City vehicle no matter how minor. If out of town, notify local police, supervisor and risk manager at once.
- e. Practice defensive driving practices and promote courteous driving practices.
- f. Maintain proper and valid driver's license for the type(s) of vehicle you are required to operate during working hours. If for any reason a driver's license is suspended or revoked, it must be reported at once to supervisor.
- g. Notify supervisor and do not operate a motor vehicle or piece of equipment when any medication or other physical impairment will affect your ability to operate safety.
- h. Not permit passengers aboard City vehicles unless authorized for official business.

4. Department Head
 - a. Each Department Head will:
 - i. Ensure that budget requests include anticipated costs for protective clothing, equipment, and modifications to meet OSHA, environmental quality, and safety standards as dictated by Federal, State and City regulation.
 - ii. Require compliance by all personnel in the department with safety rules.
 - iii. Include an employee's safety record in the basic criteria used to judge performance evaluations. Employees who cause accidents may have deficiencies that need to be identified and corrected.
 - iv. Ensure that employees are fully trained for jobs they are assigned to and that all employees in their respective departments are familiar with applicable safety regulations.
 - v. Provide leadership and a positive example in promoting safety and loss prevention.
 - vi. Communicate and review accidents and discuss procedures needed to control hazards and violations of safety policies.
 - vii. Interview individual employees and/or supervisors when necessary to ensure compliance with regulations when employees have been involved in lost time accidents, injured through negligence, or involved in vehicle accidents.
 - viii. Participate in Safety Committee meetings when needed and disseminate information to employees.
5. Disciplinary Action. Disciplinary action may be taken against employees as with any other violations when irresponsible driving behavior, attitudes, and actions cause accidents or endanger others in the operation of City vehicles and motorized equipment.

B. EMERGENCY PROCEDURES

1. Vehicle Accidents
 - a. Stop vehicles and equipment immediately and safely.
 - b. Determine injuries and notify dispatch of locations and injuries as well as any other hazards (electrical or fuel); begin first aid.
 - c. Do not move injured persons unless in imminent danger from fire or other hazards; give first aid for breathing and bleeding control until help arrives. Use caution when confronted with possibility of exposure to blood-borne pathogens.
2. Industrial Accidents
 - a. Shut down any operating equipment immediately.
 - b. Report accident to 911 dispatch and request help.
 - c. Determine injuries and begin first aid for bleeding control and breathing using caution when confronted with possibility of exposure to blood-borne pathogens.
 - d. Do not move the individual unless absolutely necessary.

- e. Determine if other hazards exist from spilled fuels or chemicals, electrical damage, etc.
 - f. Secure the area for investigation purposes.
3. Fires
- a. Notify dispatch immediately.
 - b. Evacuate the involved area/building as soon as possible.
 - c. Only attempt to fight the fire once evacuation is underway and if fire is small enough and contained locally where extinguisher will be effective.
 - d. Shut doors and windows, turn off blowers and ventilation systems to contain the fire.
 - e. Do not allow anyone to re-enter the building; secure the area to protect bystanders.
4. Other Situations
- a. Try to render the area safe to aid injured.
 - b. Notify 911 dispatch or type of problem and location, number of injured.
 - c. Keep area secured, protect others from injury.
 - d. Evacuate if spill or fumes are potentially dangerous.
 - e. Treat injured with basic first aid until help arrives, using caution if confronted with possibility of exposure to blood-borne pathogens.
5. Emergency Notification
- a. **EMERGENCY PHONE NUMBER CITY COMMUNICATIONS CENTER: DIAL 9-1-1 OR IN-HOUSE EXTENSION #4350**
 - b. After emergency notification and action has been completed then notify your foreman/supervisor through normal channels of the accident or incident as soon as possible.
 - c. Disturb as little of the scene of the incident as possible for investigation and report purposes.

C. REPORTING PROCEDURES AND REPORTS

- 1. Reporting Procedures – Accidents and Injuries
 - a. This section outlines the range of accident/injury situations likely to be faced by City of Page employees and supervisors. Each example states what procedure to follow, which reports need to be completed and who to notify of the accident / injury. An industrial injury by definition is one which arises out of, and in the course of employment or an injury caused by, the action of another directed against the employee because of their employment.
 - i. FATALITIES - The death of an employee as a result of an accident related to employment shall be reported to the Police Department immediately for emergency action and investigation. The immediate supervisor or Department Head shall also immediately notify the City Manager and Risk Manager. This same procedure shall be followed when an accident results in death to a member of the general public that involves City personnel and equipment.
 - ii. SERIOUS INJURY - Emergency procedures

shall be followed including medical treatment and notification. The immediate supervisor or Department Head will notify the City Manager and Risk Manager as soon as possible. The current workplace injury provider is called by the Supervisor and Injured Employee (if the employee is able) to report the injury and receive guidance. These injuries usually warrant treatment and handling by an emergency rescue unit.

- iii. **INJURIES REQUIRING PHYSICIAN'S TREATMENT** - Ensure that first aid has been provided. If in doubt as to the seriousness of the injury summon emergency medical response. The Supervisor and Injured Employee will call the current workplace injury provider to report the injury and receive medical guidance. The supervisor will ensure the individual is taken to a physical or medical facility without undue delay.
 - iv. **MINOR INJURIES** - Superficial injuries such as small cuts, bruises, scrapes, etc. may be treated with a first aid kit in the field or work location. The Supervisor and Injured Employee will call the current workplace injury provider to report the injury and receive guidance *even if the employee does not feel they require professional medical care*. This will protect the employee and the City if later complications develop.
 - v. **BACK INJURIES** - All claims of back injuries shall be sent to a physician as in **INJURIES REQUIRING PHYSICIAN'S TREATMENT** above.
 - vi. **ILLNESSES OCCURRING WHILE ON THE JOB** - Employees who become ill while at work shall notify their supervisor as soon as possible. If the illness is a sudden, severe medical problem such as abdominal pain, stroke, chest pain, etc., emergency medical response shall be requested through 911 dispatch. Other less severe illness situations are to be handled under normal City sick leave procedures. Supervisors shall determine whether or not the illness is related to exposure to chemicals or other job-related causes. If it is determined to be job-related the Supervisor and Injured Employee will call the workplace injury provider to report the illness and receive medical guidance.
 - vii. **INDUSTRIAL CLAIMS** - It is the responsibility of the employer to report any accident involving injury no matter how minor, within ten (10) days to the insurance carrier and Industrial Commission on forms prescribed by the Commission.
- b. Regardless of the severity of injury, employees are to report all injuries to their supervisor immediately or as soon as possible after the incident. This is to be done prior to the end of the employee's current shift or day of work. If unable to locate the supervisor, the employee shall

notify the next person in the line of administration. Employees who fail to report injuries may find claims denied for lack of information, improper reporting; or subject to investigation because of the intervening time off work.

- c. The supervisor is responsible for seeing that all applicable information is obtained, and proper reports completed. Incomplete forms will be returned for proper information.
 - d. Treatment by a physician is not necessary to validate an Industrial Claim.
 - e. Should employees receive bills for medical treatment and/or prescriptions during the course of treatment that are covered by Workmen's Compensation these should be brought to the attention of the Human Resource/Risk Management Office as soon as possible. Do not ignore bills thinking they will be later covered by insurance as the provider of the services may not have billed insurance.
2. Recurrence of Disability from Previous Injury
- a. If an employee experiences problems because of a previously reported industrial injury, they shall report the situation to the supervisor immediately. The supervisor will verify through the Manager's office the status of the claim. If the claim is still open the employee shall return to the doctor/physician who initially provided the treatment for further care.
 - b. When a claim is closed it is the responsibility of the employee to petition the Industrial Commission to have the case reopened using a form provided by the Commission.

D. REPORTS

- 1. Foremen and/or supervisors are responsible for seeing that all reports and documents concerning an incident, including unsafe conditions, are reported to their department head for forwarding to the Safety Committee and City Manager.
- 2. Several reports exist and one or more could be needed depending on the incident.
 - a. **REPORTING TO THE WORKPLACE INJURY PROVIDER** – In the event of any workplace injury the employee must notify their Supervisor. Upon notification the Supervisor and the Injured Employee will immediately call the current provider assisting with workplace injuries.
 - b. **UNSAFE CONDITIONS OR EQUIPMENT** - Unsafe conditions, equipment or other potential problems should be reported as soon as possible to a foreman or supervisor for correction. Equipment Repair Orders should be completed for defective or unsafe equipment that needs repair and the piece of equipment placed out of service. The equipment should be tagged or marked in some way so others will not use it. Unsafe conditions or situations needing correction shall be written up with a copy to the safety Committee. The original should go to the appropriate department head.
 - c. **VEHICLE ACCIDENT REPORTS** - Any time a vehicle accident occurs a report should be completed by the Page Police Department. This report will be sufficient for the

- purposes of the safety Committee.
- d. FIRE AND HAZARD REPORTS - For any incident involving fire or hazardous condition to City equipment or property the Fire Department will complete a report that will be forwarded to the Safety Committee and City Manager.

E. GUIDELINES

- 1. Personnel involved in accidents should:
 - a. Protect the area from further accidents.
 - b. Do not allow individuals to move objects unless to help injured.
 - c. Do not discuss fault or make admissions except to City investigators.
 - d. Obtain names, addresses of witnesses and provide only your name and address to others.
 - e. Observe the accident scene, other vehicles, equipment and persons for later reference.
 - f. Note the weather conditions, road or area conditions, and any other obstructions or factors that may have contributed to the accident including what other parties involved were doing at the time it occurred.
 - g. Notify your supervisor of the accident as soon as possible.
 - h. Call the workplace injury provider with your supervisor to file a report and receive medical guidance.
 - i. Try to avoid discussing what happened with others involved with you because they may influence your thinking or your perception of what you thought happened.
 - j. Do not discuss City insurance coverage or liability with others involved in the situation.
 - k. Do not discuss the incident with anyone unless the City Attorney or City Manager grant permission.

SECTION 15.6

MEDICAL POLICIES

A. MEDICAL REPORTS

- 1. All employee medical history questionnaires and medical examination reports shall become a part of the personnel file and accessible only to authorized persons as stated in the Personnel Rules and Regulations.

SECTION 15.6

TRAINING

A. EMPLOYEE TRAINING FOR SAFETY

- 1. Employees need to be instructed on how to perform jobs assigned and how to complete them safely. As needed, supervisors are also responsible for giving thorough instruction for on job assignments prior to having employees perform them. Having written material on the job and the equipment used to perform it also gives the employee material to review at a later time. Steps for instructing an employee generally include:
 - a. Find out how much the employee already may know about the job and tools. This will help to correct any previous training the employee may have received that was in error.
 - b. Describe and show the employee the job in sequential steps. Stress and repeat key or critical tasks and safety steps.
 - c. Have the employee perform the tasks and handle the

- equipment while you watch and make corrections. Have the individual repeat the safety items as they go through the steps. Continue this practice until you are sure the employee knows the tasks and the equipment to be used.
- d. Advise the employee of any emergency action if problems develop during the job and whom to contact for help if problems arise.

B. PROTECTIVE EQUIPMENT

1. Personal protective equipment shall be specified for locations and jobs where the potential for injury exists. Specialized protective equipment shall be provided by the City and employees shall be trained in its use and accountable for the condition of said equipment. When the use of protective equipment has been specified by the supervisor or department head for particular tasks or for general use on all jobs, its use shall be mandatory and required for continued employment. Employees should be first educated on the reasons for such equipment and the types of injuries that can result from lack of use or improper use of protective equipment. Supervisors are responsible for ensuring that employees follow safety regulations and use protective equipment.
2. Employee personal dress shall conform to the type of work expected in the normal routine of the individual's job description. Examples of scenarios to avoid include: long hair and floppy clothing around machinery, beards and mustaches where respiratory protection is required, high heeled shoes or sandals where trip hazards exist or the employee must engage in considerable walking or lifting, and sandals, loafers, or tennis shoes in machinery, industrial, shop, or hazardous materials areas. These kinds of situations can lead to personal injury.
3. Furnished protective clothing and equipment can include:
 - a. Hardhats to protect against falling objects, bumping head, or low voltage electrical sources.
 - b. Goggles, face shields, safety glasses, and welding helmets to protect from dust, particles, chips, splashing, head or dangerous rays.
 - c. Ear plugs or protectors in areas of prolonged exposure to high noise levels.
 - d. Respirators, breathing apparatus, and masks to protect against low oxygen areas or toxic fumes.
 - e. Safety shoes to guard against injury from equipment being dropped, feet being run over by wheels and sharp objects puncturing shoes.
 - f. Flotation devices in areas where water hazards exist.
 - g. Reflective vests and equipment when working at night or in traffic lanes.
 - h. Protective clothing such as gloves, aprons, leggings and suits designed to guard against burns, slag, heat, bumps, or abrasion.

C. ENFORCEMENT

1. Employees are reminded that compliance with safety regulations and policies of the City is mandatory and a condition of continued employment. Supervisors are responsible for enforcement of safety rules and policies and for instruction of employees in those regulations and procedures. Failure to comply with safety regulations shall be cause for disciplinary action.

SECTION 15.7

LIABILITY CONTROL

- A.** Liability results from actions of employees or from unsafe or dangerous conditions that are allowed to exist. Most of the liability of the City of Page can be kept in control when reasonable efforts are made to eliminate the causes of accidents that exist on City property. All employees should include such efforts and awareness in their daily responsibilities. Supervisors shall make sure periodic inspections are conducted of areas under their jurisdiction to control and correct conditions that could lead to accidents and liability.

SECTION 15.8

MOTOR VEHICLE SAFETY

The care and operation of motor vehicles and equipment is indispensable in the performance of City business. The potential for injury and liability is also high in this area. Every City employee who operates or maintains vehicles has a part to play in the safe operation and the proper care of these expensive pieces of equipment. Cost and liability control in this area can significantly impact other City programs and operations.

A. DRIVER SAFETY POLICIES

1. The City of Page has policies that are critical to driver safety and use of City-owned and employee use of personal vehicle for City of Page business.
2. Employees driving City vehicles, rental vehicles, or personally owned vehicles on City business must be fully licensed and otherwise qualified to operate a vehicle.
3. Drivers must possess and maintain a valid license.
4. All motor vehicle accidents involving City-owned/leased vehicles or personally owned vehicles being used on City business must be reported immediately.
5. All D.U.I. convictions and license suspensions are to be reported immediately to the employee's immediate supervisor.
6. Employees must follow all applicable laws and regulations relating to vehicle use and shall not text while driving.
7. Personal use of City vehicles and transporting passengers is not permitted unless authorized by management prior to vehicle use.

B. DEPARTMENT HEAD/SUPERVISOR RESPONSIBILITY

1. Review safety decisions on accidents and implement training and steps to prevent similar accidents.
2. Insist that all vehicles and motorized equipment are maintained properly.
3. Enforce City policy on use of safety equipment.
4. Verify that operators have proper state licenses for the vehicles they are required to operate.
5. Establish training procedures and demonstration programs for employees required to operate special purpose vehicles and Heavy equipment. Employees shall not operate such vehicles until they understand the vehicles' purposes, limitations, safety features, emergency procedures and can safely pass a checkout test to the satisfaction of their supervisor. Records of vehicle checkout tests shall be placed in the employee's file.
6. Review vehicle accidents with employees and at safety meetings to explain causes of accidents and how they can be prevented.

C. EMPLOYEE RESPONSIBILITIES

1. Follow sound defensive driving practices.
2. Do not operate vehicles when using medication of any type that

- will impair judgment, vision, or reflexes.
3. Check vehicles and motorized equipment for safety, fluids, tires, brakes, lights, etc. according to policy and any department training prior to operating.
 4. Do not operate specialized vehicles or motorized equipment until properly trained and checked out by supervisor.
 5. Do not permit unauthorized riders in City vehicles.
 6. Maintain driver's licenses in proper classifications for equipment operated.
 7. Report unsafe vehicles or equipment for repair.
 8. Follow all safety procedures for vehicles operation and use all safety equipment on vehicles as required by the type of vehicle being operated.
 9. In the event of an accident, follow policy and any department procedures.
 10. Remember operation of a City vehicle and the manner in which it is driven reflects in the public view on the attitude of the operator and the City as a whole. Courtesy and safety in vehicle operation along with observance of all traffic regulations are of prime importance in the handling of motor vehicles. All employees who drive vehicles owned, leased or rented or who drive personal vehicles on City business are expected to operate each and every vehicle in a safe and lawful manner.

D. MVR Reports

1. The City of Page may obtain MVR reports for each employee prior to use of a City vehicle. The City of Page may also review MVR reports for all drivers annually or more often if needed.

E. DISQUALIFICATION FROM DRIVING

1. Violations that automatically disqualify drivers from operating City vehicles are major violations and convictions which could lead to termination or disqualification of an applicant. Such violations include:
 - a. DUI; failure to stop at the scene of an accident; failure to report an accident; hit & run; vehicular assault/ manslaughter/homicide; reckless driving or negligent operator; driving while under suspension or with a revoked license; possession of an open alcoholic beverage or a controlled substance while operating a vehicle; speed contest, drag racing or attempting to evade arrest.
 - b. An at-fault accident with serious injury/death or significant property damage involving negligent acts of the driver may be grounds for dismissal or disqualification from driving at any time.

F. REPORTING

An employee must inform their supervisor of any moving violation received in a City-owned, leased, or rented vehicle or in a personal vehicle while on City business. Failure to report a moving violation will result in disciplinary action.

ARTICLE 16 – PURCHASING

SECTION 16.1

It is the intent of the purchasing policy to be an intricate part of the fiscal management of the City of Page. The City's fiscal budget is the tool that establishes the financial management directive for department operations.

It shall be the responsibility of the City Manager to supervise the expenditures of all departments, divisions or services of the City government following the intent of the approved budget in an efficient and economic manner.

SECTION 16.2

PROCEDURE

- A. Purchasing - The City of Page will procure supplies, materials, equipment, services, capital improvements and other asset acquisitions deemed necessary for the delivery of quality services to its citizens using competitive bids, vendor quotations, or direct purchases. A complete history of each purchase of supplies, material, equipment, or service will be maintained through the use of expenditure request forms, purchase orders, petty cash vouchers, and vendor information in the accounts payable files.
- B. Purchasing Standards - All employees authorized to purchase goods or services for the City of Page will use the purchasing process requirements pursuant to all applicable law and this purchasing policy, and will comply with the following purchasing standards:
 - 1. The authority to purchase goods or services on behalf of the City of Page is a public trust and each purchase will be treated in a manner that will not be adverse to the interest of the City.
 - 2. Each purchase will be made impartially, fairly and without benefit or hint of personal benefit to the City representative who is making the purchase (see A.R.S. §38-503).
 - 3. No employee of the City will demand or accept a gratuity of any kind in return for making a purchase for the City. Gratuities are defined as gifts, money, or services or the promise of any gifts, money or services.
 - 4. All vendors will be dealt with a fair, courteous and honest manner.
- C. Generally, all Department Heads are responsible for that department's procurement of budgeted items or services, and for compliance with the procedures in this policy. All purchases that exceed the spending threshold for Department Heads as established by the City Manager, require prior approval by the City Manager or designee.
- D. The purchase of unbudgeted items must be approved by the City Manager.

E. UNAUTHORIZED PURCHASES

- 1. All goods or services that are to be purchased require the authorization of the Department Head. Failure to obtain authorization prior to making the purchase may be considered to be an unauthorized purchase and may result in disciplinary action.
- 2. City employees are prohibited from making purchase of items for personal use through the City's procurement process. This includes items ordered for an employee's personal use and billed to the City of Page on a vendor's invoice.

F. EXPENDITURE REQUESTS

- 1. Use
 - a. An expenditure request that has a total (exclusive of taxes

and freight) that is less than the spending threshold established by the City Manager for Department Heads requires the Department Head's authorization only to make the purchase. An expenditure request form needs to be completed and submitted to the Department Head and once the authorization is obtained, the purchase can be made. Once the purchase is made, the invoice is attached to the expenditure request form and submitted to the Finance Department for payment. No Purchase order will be issued for purchases less than \$~~1020~~10,000 unless specifically requested.

- b. If the expenditure request has a total (exclusive of taxes and freight), that is \$100,000 or more, a valid purchase order is required before making the purchase unless the purchase is for an item listed in the exceptions list below. Failure to obtain the purchase order prior to making the purchase may be considered to be an unauthorized purchase and may result in disciplinary action. An expenditure request form needs to be completed and submitted to the City Manager for approval of the purchase, prior to the issuance of any purchase order. Once the expenditure request form is authorized by the City Manager, the request will be forwarded to the Finance Department for the creation of a purchase order. The Purchase order will then be returned back to the purchasing department so the purchase can be made. The purchase should not be made until the department is in receipt of the signed purchase order. Once the purchase is complete, attach the invoice to the original Purchase order and Expenditure Request Form and submit to Finance for processing.
- c. If the purchase exceeds \$15,000 (exclusive of taxes and freight), three written quotes must be attached.

2. Authorization of Expenditure Requests

- a. The Department Head will approve all expenditure requests submitted by his/her department employees.
- b. The Finance Department will verify the availability of funds for the purchase, and the compliance with this policy.
- c. Expenditure requests that are not approved will be returned to the Department Head.

G. Purchases requiring Information Technology (I.T.) Approval

Any purchase for computer related equipment or software must be approved by the I.T. Department, before the purchase can be made. Purchases for accessories or consumable items (ie. ink cartridges, mouse pad, mouse etc.) do not need approval before purchasing. If approval is required, they will indicate approval to purchase by signing off on the expenditure request.

H. VERBAL APPROVAL-EMERGENCY PURCHASE

- 1. The City Manager or designee is authorized to give verbal approval prior to an emergency purchase. This process is used to make an immediate purchase where time is of the essence and the need for expediency is warranted so as not to follow the regular purchasing process.
- 2. Verbal approval must be followed by an expenditure request form and sent to the Finance Department within five (5) days from the

date of purchase.

J. EXCEPTIONS

1. The following purchases do not require an expenditure request and/or a purchase order to be submitted prior to purchasing:
 - a. Occupancy Cost (rent, utilities, etc.)
 - b. Postage
 - c. Payroll and Employee benefits
 - d. Contractual/Lease obligations
 - e. Legal and personnel advertising
 - f. Petty cash
 - g. Pension payments
 - h. Debt service payments
 - i. Insurance premiums
 - j. Undercover criminal investigations
 - k. Tax payments
 - l. Statement Pays
 - m. Annual Computer Software License Renewals

- K.** The City Finance Department will issue a list of local vendors that will not require an individual expenditure request to be filled out. These vendor payments are reconciled and paid off of a Monthly Statement and will require the department to submit information such as the line item to be charged and Department Head signature. *These types of purchases must adhere to the purchasing limits set forth in the City Code and applicable policies.*

- L.** Petty cash expenditures shall be limited to amounts of \$25.00 or less per purchase, unless specifically authorized by the Finance Director.

M. PURCHASE ORDERS

1. Use
 - a. Purchase orders will be processed for all items that are \$100,000 or more, in order to verify that the proper bidding requirements and authorizations have been received prior to purchasing. For a list of exemptions to preparing a Purchase Order see Section J. EXCEPTIONS.
 - b. Departments shall retain all copies of the purchase order document until receipt of goods and the invoice.
2. The Finance Director or designee will sign all purchase orders.
3. Receiving
 - a. Upon receipt of the goods and the invoice, the original purchase order, expenditure request and invoice shall be sent to the Finance Department. When making a purchase using the City issued credit card, the receipt can be uploaded to the paperless system and the authorization will be conveyed via submission through the online process to be completed by the cardholder.
 - b. When a partial order is received, the department should document the invoice amount on the front of the purchase order or expenditure request form and submit the invoice with a photocopy of the purchase order and expenditure request to the Finance Department. When making a photocopy of the purchase order, keep in mind that the original purchase order must be submitted when the final shipment has been received. If the balance on the original purchase order is not going to be used, then the purchase

order needs to be closed. Please indicate this on the original purchase order and submit it to the Finance Department so this closure can occur.

- c. Invoices for approved local vendors should be stamped "Okay to Pay", signed by the Department Head, and the line item to be charged recorded underneath the stamp. Invoices can then be forwarded directly to the Finance Department for reconciliation to the monthly statement.
- d. Defective or damaged goods should be returned or replaced by the vendor before payment is issued.

SECTION 16.3

RESPONSIBILITIES

- A. It is the responsibility of the City Council to adopt reasonable purchasing policies; of each Department Head to ensure department compliance; and of the Finance Department to confirm standard and effective use of all purchasing policies.
- B. The City Manager or his designee is the purchasing agent. The City Manager may authorize Department Heads to manage their budgets. The Department Head may authorize their employees to be purchasing representatives and establish purchasing levels with them as long as they comply with applicable laws and policies.
- C. The external auditor will conduct a financial audit annually.

SECTION 16.4

BUDGETED ITEMS

- A. Budgeted items may be purchased in accordance with Chapter 32 of the Page City Code.
- B. Exclusive Service. The "Sole Source Vendor" box must be checked on the Expenditure Request form and an explanation given for the "Sole Source" status of the vendor.
- C. The table below shows the procedures to follow, depending on the dollar amount of the purchase. See Chapter 32, Page City Code.

Dollar Level Table for Expenditure Request (Exclusive of Tax and Freight Charges)			
Procedure	Greater than \$0.00 and less than \$15,000	Range from \$15,000 to less than or equal to \$100,000	Greater than \$100,000
Three (3) informal written quotes are obtained from Vendor/Contractor and are submitted along with the Expenditure Request Form		Yes	
City Council approval <i>and</i> Purchase Order required <i>prior to purchase</i> .			Yes
Formal Bidding required			Yes

- D. Exception to above procedures include emergency purchases, cooperative purchasing and competitive bidding exceptions as set forth in

E. BIDDING PROCEDURES

The City will follow state law and Page City Code for all purchases and contracts subject to the formal bidding process.

F. EQUAL OPPORTUNITY

The City of Page will select providers of goods and services without regard to race, color, national origin, ethnicity, religion or creed, sex, disability, age, marital or family status.

SECTION 16.5

UNBUDGETED EXPENDITURES

A. If a department desires to make a purchase that will exceed the authorized budget or capital amount, the Department Head will submit a written request to the City Manager, containing the following information:

1. The item or service to be purchased
2. The estimated cost of the item or service
3. Suggested vendors for the item or service
4. The reason for the purchase (justification)
5. A proposal of the source of funds to pay for the purchase from within the department budget.
6. Any other information as may be required by the City Manager.

B. The City Manager will review all requests for unbudgeted purchases. If funds are available, and such requests have merit, the City Manager may authorize the purchase. All unbudgeted purchases must be approved by the City Manager prior to purchasing.

SECTION 16.5

CREDIT CARDS

A. A City issued card is for business purposes only. The card may not be used for personal use and is not transferable between cardholders. Do not lend your card to others for use. Keep your card in an accessible, but secure location. Misuse of your card will result in deactivation and disciplinary action. Department Heads will approve all purchases made on a City issued credit card.

B. City issued credit cards may be used for:

1. Airfare
2. Auto Rentals
3. Hotel Lodging
4. Business travel (including meals)
5. Gratuities up to 20%
6. Tolls
7. Parking
8. Conference/Meeting Registration Fees
9. Fuel
10. Vehicle Repairs when traveling
11. General Operating Expenses for the Department

C. City issued credit cards may not be used for:

1. Cash Advances
2. Personal Entertainment/Alcohol
3. Additional Travel Insurance Premiums
4. Costs Incurred for Failure to Timely Cancel Travel Reservations
5. Traffic/Parking Violations
6. Personal Vehicle Repairs During Travel
7. Spouse/Family Member Expenses

8. Commuting Costs
9. Laundry Service for extended travel

SECTION 16.6

MEALS

A. PER-DIEM REIMBURSEMENT

Receipts are not required when requesting reimbursement of meals and incidentals using the per-diem option. See also Article 17 – TRAVEL.

B. ACTUAL COST REIMBURSEMENT

Employees should generally use per-diem advances for meals. Department Heads may approve actual cost reimbursement instead of per-diem for meals if needed. The City will generally reimburse travelers for three meals a day. On the days of travel to or from the destination, the individual's departure and return times should determine whether a meal was incurred during the period of travel. Total meal expense for the day should generally be in line with per-diem levels. Detailed restaurant receipts are required. Individual meals over the stated per-diem rate require Department Head approval. The City will not reimburse for gratuities that are greater than accepted standards. (Currently, the domestic standard is 15-20% of the total bill.)

C. SAME DAY MEALS

Meal reimbursement for same day travel is allowed only for meals purchased out-of-town and must be reported to the Finance Department, as same day meals are taxable by IRS standards as a fringe benefit. Same Day Meals are not to be placed on City issued credit cards but will be reimbursed through Payroll.

D. BUSINESS MEETING MEALS

Business Meeting Meals must be approved by the Department Head.

SECTION 16.7

DEFINITIONS

Budgeted item refers to expenditure for goods or services, which have been approved in the City's annual budget.

Expenditure request form is a document to show the following information:

1. Department requesting the expenditure
2. If a special check write is required, (date and time needed)
3. Vendor name, address and federal tax identification
4. Special Instructions (if any)
5. Description of the purchase
6. Signature lines to show authorization for the purchase
7. Competitive quotes (if needed)

Statement Pays refer to a list of local vendors compiled by the Finance Department, that are not required to produce an individual expenditure request form because these vendor payments are reconciled and paid off of a monthly statement. These expenditures will require the department to submit information such as the line item to be charged and authorizing Department Head signature. *These types of purchases must adhere to the purchasing limits set forth in City Code and applicable policies.*

Unbudgeted Item refers to an expenditure made by a department for an item that is not identified in the City's annual budget, or for one that exceeds the authorized amount budgeted.

ARTICLE 17 – TRAVEL

SECTION 17.1

TRAVEL REIMBURSEMENT AND TRAVEL ADVANCE

- A.** Employees traveling for training, special assignments, or meetings that are subject to city reimbursement will receive reimbursement for necessary expenses in connection therewith, including fees, transportation costs, meals and lodging. Any advances are subject to prior approval by the Department Head and requested in writing on applicable forms. Generally, employees should obtain per diem advances for all meals while travelling. Travel advances are generally limited to per diems unless there is an extraordinary need for additional funds. Travel expenses are to be made in accordance with the City's travel policies as explained in this section.
- B.** All employees must keep business-related costs within reason. Employees are expected to choose conservatively. Employees should not upgrade hotel rooms, rental cars, etc. unless due to medical or other necessity. Employees should also utilize government and other discounts when available.
- C.** THE CITY OF PAGE MAY ADVANCE FUNDS AND WILL REIMBURSE THE EMPLOYEE FOR REASONABLE OUT-OF-POCKET EXPENSES UNDER THE FOLLOWING CONDITIONS:
1. The employee should pursue any other manner of reimbursement for the travel expenses and turn in any reimbursement received from other sources to the City.
 2. Entertainment expenses (e.g., alcoholic beverages, attending a show, etc.) shall not be paid by the City of Page.
 3. City of Page will reimburse or advance employees at per diem rates established by the General Services Administration (GSA) for the location to which they travel. Therefore, meal receipts are not required if the employee received a per diem advance, except when paying for meals other than for the employee, subject to supervisor approval. Meal receipts must be the actual, itemized receipt, not the credit card receipt. Lodging receipts are required.
 5. When available, approved City owned vehicles should be used. Employees requesting use of a City owned vehicle for travel purposes must possess an appropriate valid Arizona Driver's License. Employees are responsible for any traffic citations, fines and/or penalties imposed while operating a City vehicle. If needed and approved by the supervisor/department head, an employee may take a personal vehicle and receive reimbursement based upon mileage, even when a City vehicle is available. If a personal vehicle is used, the employee will be reimbursed for mileage at the federal rates as set by the IRS, but not for fuel purchased.
 6. Miscellaneous expenses such as parking fees, taxi fees, car rental and other such expenses can be paid by the City of Page, if they are a necessary part of the travel. Such expenses must be itemized on the actual travel expense sheet. Receipts must be provided for individual expenditures greater than five dollars (\$5.00).
- D.** Only the expenses of the City employee, Council member, official, or other person doing work on the City's behalf, or those expenses of a business-related guest, are allowable. Those portions of expenses attributable to spouses, children, or friends are not allowable.

- E. All travel reimbursement will be paid based upon appropriate, promptly completed, and authorized documentation.

SECTION 17.2

CITY VEHICLE USAGE POLICY

- A. City vehicles may be provided and shall be used for authorized City business only. They shall only be driven by City personnel with a valid driver's license appropriate to the vehicle type.
- B. The employee shall be responsible for the City vehicle and any appurtenant tools or equipment. Seat belts must be worn at all times.
- C. Employees who are assigned in a City vehicle on an ongoing basis shall use the vehicle only for City business and other authorized uses. All non-public safety vehicles may be assigned, at any time, to other departments for out-of-town travel.
- D. All travel outside the City in a vehicle shall be for City business only. A reasonable level of personal use during such travel may be authorized, to the extent that it is ancillary to such business travel.
- E. No smoking is allowed in any City owned vehicle at any time.
- F. Employees must comply with applicable laws pertaining to phone use in any vehicle and shall not text while driving.

SECTION 17.3

ACCIDENT PROCEDURE

If an employee is in a traffic accident in a City vehicle accident while on City business, the following procedures must be followed:

1. If injured, seek medical attention immediately.
2. Notify local police department immediately and contact the Risk Manager if possible.
3. If the other vehicle involved is parked and/or unoccupied, you must leave proper identification on the windshield. This notification should include your name, vehicle license plate number, and work phone number.

Violation of this policy, at any time, may result in disciplinary action, up to and including dismissal.

ARTICLE 18 – TECHNOLOGY

SECTION 18.1

NO EXPECTATION OF PRIVACY

The City retains the right to access or inspect any information stored or transmitted on electronic equipment owned by the City, including computers, phones, and servers, and employees therefore have no reasonable expectation of privacy in any information stored therein. The City may periodically audit, inspect, and/or monitor an employee's internet, phone or email use on City owned equipment.

SECTION 18.2

USE

Employees shall use the City's e-mail, internet, and telephone systems for City business purposes only. Any personal use of City electronic resources should not interfere with business activities. Use of City electronic resources for personal or private purposes to the extent that such use compromises security, impedes City business in any manner, negatively impacts employee productivity, or increases costs associated with the network or City operations may subject the employee to disciplinary action up to and including termination.

- A. Employees are prohibited from engaging in certain activities when using electronic communications. These include, but are not limited to:
1. Using the internet, e-mail, and telephone system for transmitting, retrieving or storing any communications of an obscene, pornographic, defamatory, discriminatory or harassing nature. Messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, sexual preference or other offensive descriptor shall not be transmitted or received, whether or not the receiving party views the material as unwanted. Harassment of any kind by use of City electronic media is strictly prohibited.
 2. Transmitting or downloading materials that would adversely or negatively reflect upon the City or be contrary to the City's best interests; and any illegal activities are prohibited.

SECTION 18.3

SOCIAL MEDIA

The City of Page has an overriding interest and expectation in deciding what is "spoken" by its employees or volunteers on its behalf on social media sites. This policy establishes guidelines for the use of social media.

A. ACCEPTABLE USE

1. Personal Use
 - a. All City employees or volunteers may have personal social networking and social media sites. These sites should remain personal in nature and be used to share personal opinions or non-work related information. Employees or volunteers shall not speak on behalf of the City unless specifically authorized by the City. Following this principle helps ensure a distinction between sharing personal and agency views.
 - b. City employees must never use their City e-mail account or password in conjunction with a personal social networking or social media site.
 - c. Whether or not you specify on your personal social media accounts that you work for the City, your employment with the City is public record. Be mindful that whenever you discuss issues online, whether in a personal or professional capacity, your comments can be tied back to your employment with the City. Please ensure your profile and related content (even if it is personal and not official in nature) is consistent with how you wish to present

yourself as a professional and appropriate with the public trust associated with your position. Have no expectation of privacy. If you are a City employee or volunteer and decide to have a personal social media or social networking site and decide to comment on posts about City business, you must:

- i. State your name when discussing City business; and
- ii. Use a disclaimer to indicate that you do not speak on behalf of the City such as: "The postings on this site are my own and don't reflect or represent the opinions of the City of Page."

2. Professional Use

- a. Only individuals authorized by the City may publish content to an agency web site or agency social media. All official City-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with all City policies. Employees may not utilize City social media in such a way to cause actual harm or disruption to the City's mission, values, functions, or operations. Employees or volunteers must not use official City social media or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.
- b. Agency employees should be mindful that inappropriate usage of official City social media and social networking sites can be grounds for disciplinary action.

- B.** All City social media sites shall be (1) approved by the City IT Department; (2) published using approved social networking platform and tools; and (3) administered by IT or their designee.

C. OVERSIGHT AND ENFORCEMENT

1. Employees representing the City of Page through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites, blogs, or other social media features and may result in disciplinary action.
2. Information must be presented following professional standards for good grammar, spelling, brevity, clarity, accuracy, and avoid jargon, obscure terminology, or acronyms.
3. City employees recognize that the content and messages they post on social media websites are public and may be cited as official City statements.
4. City employees may not publish information on City social media sites that violates any City policy or that includes:
 - a. Confidential information;
 - b. Copyright violations;
 - c. Profanity, racist, sexist, or derogatory content or comments;
 - d. Partisan political views; or
 - e. Commercial or political endorsements or SPAM.

D. EXTERNAL POLICY

The following guidelines must be displayed to users on all social media sites or made available by hyperlink.

1. Moderation of Third-Party Content
“The City of Page social media site serves as a *limited public forum* and all content published is subject to monitoring and moderation. The City reserves the right to delete unacceptable submissions. The following are examples of unacceptable social networking content and comments. The list is not intended to be all-inclusive.
 - a. Profane or obscene language or content;
 - b. Content that is threatening, harassing or discriminatory, including name calling;
 - c. Advertises or promotes a commercial product or service, or solicitations of commerce;
 - d. Infringement on copyrights or trademarks;
 - e. Confidential or sensitive personal information;
 - f. Incites or promotes violence or illegal activities;
 - g. Promotes or endorses political campaigns or candidates; or
 - h. Spam comments, such as the same comment posted repeatedly.”
2. “Please note that the opinions and comments expressed on this social media site do not reflect the opinions and positions of the City of Page.”

E. If any content is posted to City social media sites that is in violation of the City's External Policy and is therefore subject to removal, the City authorized user for the site may remove the applicable content but shall immediately notify the City IT Department and City Attorney's Office and shall retain a copy of the removed content.

F. PUBLIC RECORDS

1. The City of Page social media sites are subject to applicable public records laws. Any content maintained in a social media format related to agency business, including communication posted by the City of Page and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.
2. Records Retention
 - a. Social media sites contain communications sent to or received by the City and its employees, and such communications may therefore be public records subject to the Arizona Public Records Law and ARS §41-151.12 with the associated retention schedules. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:
 - i. Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
 - ii. Social media records are maintained in an authentic format along with complete metadata.

- iii. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand these Personnel Rules. I realize that the provisions contained herein pertain to me while I am an employee of the City. Additionally, I understand that this manual only represents current policies and benefits and that it does not create a contract of employment. I understand that personnel policies, procedures, and benefits of the City may change from time to time at the City's discretion.

I understand that unless otherwise provided for by law or separate written contract, my employment with the City is "at will." This means that my terms and conditions of employment may be changed with or without cause and with or without notice, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. I further understand that my status as an "at will" employee may not be changed except in a written contract of employment signed by the City. These personnel policies are not a contract of employment.

I further understand that this manual is intended for informational purposes only, and in no circumstances is meant to modify, change, or otherwise abrogate my intended at-will employment status.

Signature of Employee

Date

Printed Name



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.4.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Liquor License - Last Mile Transportation

Presented by: Steven Kidman

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Series #10 (Beer and Wine Store) Liquor License for Last Mile Transportation / April Marie Simmons.

BACKGROUND:

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

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Series #10 (Beer and Wine Store) Liquor License for Last Mile Transportation / April Marie Simmons.

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

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

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.5.

City Council Regular Agenda

Meeting Date: 04/09/2025

Brief Title: Special Event Liquor License Application

Presented by: Steven Kidman

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Motion to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event Liquor License for Grand Circle Arts Alliance, for the First Friday Event.

BACKGROUND:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Special Event Liquor License from the Grand Circle Arts Alliance for the First Friday Event taking place on May 2, 2025.

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

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

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Liquor License

CSR:

Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License #:

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

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

- Applicant: England-Finn Cassidy A
(Must be an Officer/Member of the Non Profit/Entity) Last First Middle
- Applicant's mailing address: P.O. Box 7072 Page AZ 86040
Street City State Zip
- Applicants home/cell phone: 206-619-5414 Applicant's business phone: _____
- Applicant's email address: Cassidyfinn@gmail.com
- Special Event Name: First Friday
- Name of Non-Profit Organization, Candidate or Political Party/Gov.: Grand Gale Arts Alliance
- Non-Profit/IRS Tax Exempt Number: 87-4642833
- Arizona Corporation Commission File #: 23218224 If out of State please specify: _____
(Attach letter of good standing)
- Event Location Name: The Gallery
- Event Address: 71 7th Ave, Page AZ 86040

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

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

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>5-2-2025</u>	<u>Friday</u>	<u>6 pm - 9 pm</u>	<u>9 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

0 Number of Police 3 Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: the Area will be blocked off with barriers
with entry in & exit - open to All ages but those who wish to buy
Beer or wine must have valid ID and will be given a bracelet.

SECTION 3 What is the purpose of this event?

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

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

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

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

Name of Business

License Number

Phone (Include Area Code)

☐ Place license in non-use - Special Event Licensee selling all alcohol without retailer involvement
Must attach letter from the location suspending license for duration of special event

☐ Dispense and serve all spirituous liquors under retailer's license - Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee

☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. **Must attach letter from the location suspending license for duration of special event**

☐ Split premise between special event and retail location - Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)

☐ Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions - Retailer will still be permitted to conduct all normal sale and service of alcohol.

SECTION 4

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

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

2. How many special event days have been issued to this organization during the calendar year? 0

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

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

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

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

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

Attach additional sheet if necessary.

Name: Grand Circle Arts Alliance Percentage: 100%
Address: 71 7th Ave Page AZ 86040
Street City State Zip
Name: _____ Percentage: _____
Address: _____
Street City State Zip

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

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

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

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



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

APPLICANT SIGNATURE

Declaration:

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

Cassidy England-Finn
Signature

LOCAL GOVERNING BODY

Date Received: _____

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

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

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

AZDLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

parking lot is 69'4" w x 45'6" Deep



71 7th Avenue is located between North Navajo and Elm Street

We are requesting to block of the parking lot utilizing barriers with one entrance (—)

Safety Cones will be in the middle of 7th Avenue to slow traffic as they go past the event (○)

Musicians will be set up under pop up tent (□)

Tables and chairs will be in lot (□)

Beer and Wine consumption will be allowed in the Parking Lot and Inside the Gallery for those that are 21 and over. (With valid ID)

See 2nd page for indoor layout where Beer and Wine will be sold.

< Suite 1 > < Suite 2 ^{will be} closed >

