MEETING NOTICE
CITY OF PAGE
CITY COUNCIL

CITY COUNCIL REGULAR MEETING

CITY HALL, 697 VISTA AVE
PAGE, ARIZONA

MARCH 12, 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 David Auge
Councilor Amanda Hammond — Councilor Tom Preller
Councilor Kenna Hettinger — Councilor Debi Roundtree

5. PRIORITIES

None

6. MINUTES

1. City Council Work Session Minutes February 26, 2025
2. City Council Regular Minutes February 26, 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. Telecommunications Service Agreement for Choice Wireless
2. Contract Amendment for 3 Peaks Glass
3. Monthly Cash Allocation Report - January 2025
4. Youth Advisory Council Resignations - Miriam Lassen and Emma Mallavia

8. PUBLIC HEARINGS

None

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
   None

2. CITY MANAGER'S CURRENT EVENTS SUMMARY

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

12. UNFINISHED BUSINESS

1. Update on the Splash Pad
2. Update to the Code of Ethics

13. NEW BUSINESS

1. Presentation of a potential new development for a portion of Parcel 80210020S
   (located on the South side of Highway 89 between Coppermine Road and Industrial Drive)
2. Update from Dorn Policy Group - Arizona Lobbying Firm
3. Presentation of the Compensation Study by Alliant Human Capital
4. Citizen Light Change Request Process

14. EXECUTIVE SESSIONS

1. EXECUTIVE SESSION
   Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
   Potential Land Sale of a portion of Parcel 80210020S
   (located on the South side of Highway 89 between Coppermine Road and Industrial Drive)
2. EXECUTIVE SESSION
   Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
   Potential Land Sale of Parcel 80114003M
   (located Northwest of Vista Avenue and North Navajo Drive behind the Quality Inn)
3. EXECUTIVE SESSION
   Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
   Potential Land Sale of Parcel No 80106032A
   (located on the Northeast portion of Newburn Road)

ADJOURN

FOR YOUR INFORMATION
Next Regular Meeting Wednesday, March 26, 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

MINUTES 6. 1.

City Council Regular Agenda

Meeting Date: 03/12/2025

Title: City Council Work Session Minutes February 26, 2025

Presented by:

Subject:

City Council Work Session Minutes February 26, 2025

Attachments

WS Minutes 02262025

PAGE CITY COUNCIL
WORK SESSION MEETING MINUTES
February 26, 2025

A Work Session Meeting of the Page City Council was held at 4:30 p.m. on the 26th day of February 2025, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors David Auge (via Zoom), Amanda Hammond, Kenna Hettinger, Tom Preller, and Debi Roundtree were present.

Mayor Kidman called the meeting to order at 4:31pm.

Staff members present: City Attorney, Joshua Smith; IT Director, Kane Scott; Management Analyst, Robin Crowther; Deputy City Clerk, Jennifer Lange; and City Clerk Cindy Scott.

DISCUSSION ITEMS

Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities.
Councilmembers continued discussion of the updates they would like to the current Strategic Priorities.

ADJOURN

The meeting was adjourned at 5:26pm.

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 February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of March 2025

Cindy Scott, City Clerk

MINUTES 6. 2.

City Council Regular Agenda

Meeting Date: 03/12/2025

Title: City Council Regular Minutes February 26, 2025

Presented by:

Subject:

City Council Regular Minutes February 26, 2025

Attachments

Reg Min 02262025

PAGE CITY COUNCIL
REGULAR MEETING MINUTES
February 26, 2025

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

Mayor Kidman called the meeting to order at 5:32 p.m.

Staff members present: City Attorney, Joshua Smith; IT Director, Kane Scott; Public Works Director, Kyle Christiansen; Police Chief, Tim Lange; Economic Development Director, Gregg Martinez; Management Analyst, Robin Crowther; Deputy City Clerk, Jennifer Lange; and City Clerk Cindy Scott.

PRIORITY LIST

None.

MINUTES

City Council Work Session Minutes – February 12, 2025
City Council Special Meeting Minutes – February 12, 2025
City Council Regular Meeting Minutes – February 12, 2025
Motion made by Councilor Hettinger to approve the Minutes. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

CONSENT AGENDA

INFORMATION
Monthly Cash Allocation Comparison – December 2024
Page Utility Enterprises Board Minutes – January 14, 2025
MISCELLANEOUS ACTIONS
None.

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

PUBLIC HEARINGS

None scheduled.

HEAR FROM THE CITIZENS

Residents Tammy Straub and Chuck Straub, and Jennifer Collins from Republic Services addressed the City Council.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

Update on Public Comment Form

Mayor Kidman provided information.
Resident Chuck Straub addressed the Council.
Mayor Kidman responded to Mr. Straub's question.
There was discussion.

CITY MANAGER'S CURRENT EVENTS SUMMARY

None.

BOARDS AND COMMISSIONS

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

Councilor Auge gave an update.

Youth Advisory Commission Appointment Application

Motion was made by Vice Mayor Farrow to appoint Natalie June to the Youth Advisory Commission with a term ending June 30, 2025. The motion was seconded by Councilor Auge.
There was discussion.
Economic Development Director Martinez clarified.
The motion passed unanimously upon a vote.

Substance Abuse Task Force Application

Motion was made by Councilor Roundtree to appoint Bunny Cochran to the Substance Abuse Task Force with a term ending June 30, 2028. The motion was seconded by Councilor Auge.
There was discussion.
The motion passed unanimously upon a vote.

UNFINISHED BUSINESS

Page Splash Pad

Residents Chuck Straub and Brian Carey addressed the Council.
Public Works Director Christiansen gave updates to the project.
There was discussion.

Motion was made by Vice Mayor Farrow to direct staff to issue an RFP for the design and construction of a splash pad, in an amount not to exceed 2 million dollars, in the location that it is already planned for. The motion was seconded by Councilor Auge.

Councilor Roundtree amended the motion to move the splash pad behind the Pera Club location. Councilor Hammond seconded the motion.
There was discussion.

The amendment to the motion failed with Councilors Roundtree, Hammond, and Preller in favor. Mayor Kidman, Vice Mayor Farrow, and Councilors Auge and Hettinger were opposed.
There was discussion.

The original motion passed unanimously upon a vote.

NEW BUSINESS

Resolution 1329-25 AZ SMART Grant Application

Clerk introduced Resolution 1329-25 by title only.
Public Works Director Christiansen gave background.

Motion was made by Councilor Hettinger to adopt Resolution 1329-25. The motion was seconded by Councilor Roundtree and passed unanimously upon a vote.

Amendment to City Code Section 30.054; Ordinance 737-25

Clerk introduced Ordinance 737-25 by title only.
Mayor Kidman gave background information.

Motion was made by Vice Mayor Farrow to adopt Ordinance 737-25. The motion was seconded by Councilor Hettinger.
There was discussion.

The motion passed unanimously upon a vote.

City Council, Boards and Commissions Code of Ethics

Councilor Roundtree gave background information.
There was discussion.

Motion was made by Councilor Hettinger to direct staff to draft language to improve the policy and procedures in the Code of Ethics for Council to review in a future meeting. The motion was seconded by Councilor Hammond and passed unanimously upon a vote.

Financial Disclosure Statements

Councilor Roundtree gave background information.
There was discussion.

Potential update to the City Strategic Priorities

Mayor gave background information.

Motion was made by Mayor Kidman to direct staff to change the Strategic Priorities document to show the updated priorities and bring back for finalization it at the next meeting. The motion was seconded by Vice Mayor Farrow.
There was discussion.

The motion was amended by Councilor Hammond to direct staff to update and finalize the document and share it with Council and Staff. The motion was seconded by Councilor Roundtree. The amendment to the motion passed with Mayor Kidman, Vice Mayor Farrow, Councilors Auge, Hammond, Preller, and Roundtree in favor. Councilor Hettinger was opposed.

The amended motion passed unanimously upon a vote.

BID AWARDS
None.

DEPARTMENTS
None.

EXECUTIVE SESSIONS
Motion was made by Mayor Kidman to enter Executive Session consecutively for one (1) Executive Session item and remain in the room at 7:00 p.m. The motion was seconded by Councilor Preller.
Councilor Hammond made a comment.
The motion passed unanimously upon a vote.

Mayor Kidman reconvened the Regular City Council meeting at 7:45 p.m.

EXECUTIVE SESSION
Potential Sale of Property on the Northeast portion of Newburn Road – Parcel No 80106032A
Vice Mayor Farrow gave direction for staff to continue the sale process as discussed in executive session.

ADJOURN
The meeting was adjourned at 7:46 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 February 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of March 2025

____
Cindy Scott, City Clerk

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

CONSENT AGENDA 7. 1.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Choice Wireless Library Internet Contract
Presented by: Kane Scott, IT Director
Department: Information Technology
Action: Motion

RECOMMENDED ACTION:

Move to approve the Telecommunication Service Agreement with Choice Wireless and authorize the City Manager to sign the agreement.

BACKGROUND:

The Page Public Library currently utilizes Choice NTUA Wireless for its fiber internet service through the E-Rate program, which covers 90% of the costs. The current contract with Choice is set to expire in June 2025. To ensure continuity of service, the library has submitted a new E-Rate application for fiber internet, maintaining its existing plan of 5,000 MB symmetrical service. Choice NTUA Wireless was the sole respondent to the application. The monthly service charge for this plan remains $12,154.03, with E-Rate covering 90% of the cost. As a result, the City of Page is responsible for a monthly payment of $1,215.40. Notably, the service rate remains unchanged from the existing contract.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: 2025/2026
Budget Impact:
$145,848.36 funded at 90% = $131,263.52; the City of Page to pay $14,584.48 yearly or $1215.40 monthly

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Attachments

Contract

TELECOMMUNICATIONS SERVICE AGREEMENT

THIS TELECOMMUNICATIONS SERVCE AGREEMENT (the "Agreement") is made and entered into this 3rd day of March, 2025, (the "Effective Date") by and between NTUA Wireless, LLC, a Delaware limited liability company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") and Page Public Library, having an address at 479 S. Lake Powell Blvd., Page, Arizona 86040 (the "Customer"). Company and Customer collectively are referred to herein as the "Parties".

WHEREAS, Customer desires to receive certain telecommunication services (as described more fully in Exhibit A, the "Service(s)") at the locations identified in Exhibit A.

WHEREAS, Company desires to provide the Service(s) to Customer as described more fully in Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** – The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Company and accepted by Customer (as set forth in Section 4 below) at any one or more of the multiple locations identified in Exhibit A.

2. **Term** – The initial term of this Agreement shall be for one (1) year beginning as of the Initial Service Date (the "Initial Term"). This Agreement may be renewed for up to four (4) one year terms by written amendment to this Agreement duly executed by the Parties.

3. **Responsibilities of Company** – Company shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A, as well as use reasonable commercial efforts to accommodate any special requirement(s) specified within Exhibit B. The Services shall be provided in accordance with the Company's service level commitments established in Exhibit C. To facilitate Service, Company shall install all equipment it deems necessary, including but not limited to radio, antenna, and cable (the "Company Equipment"), at the locations identified in Exhibit A.

4. **Responsibilities of Customer** – Customer agrees to provide or obtain any permission or consent required for Company to access the locations identified in Exhibit A, at no cost to Company, for the purposes of (i) installing, maintaining, troubleshooting and removing Company Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Company a Service Acceptance Certificate in the form attached hereto as Exhibit D upon the completion of the installation and initiation of Services at each location identified in Exhibit A. If Customer does not sign the Service Acceptance Certificate or respond to Company within three (3) business days from the date thereof, the Services will be deemed accepted. Customer agrees to immediately notify Company if Company's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used.

5. **Permitting and Landlord Approval**- Customer will assist Company in obtaining any required permits and/or approval for the installation of Company Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Company Equipment. Company and Customer shall use best efforts to obtain such required permits

and/or approval. Company shall not be required to provide Service and shall have no liability to Customer where such required permits and/or approvals have not been obtained.

6. **Acceptable Use** – Services may only be used for lawful purposes. Transmission of any material in violation of any Federal, state or local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. Any access to and use of other networks connected to Company, including the Internet, must comply with the rules and behavior guidelines of Company's network. The sale of Internet access by Customer using the connection provided under this Agreement to another person or entity is expressly prohibited. Customer and its permitted users must at all times adhere to the Company Terms of Use Agreement, as may be updated from time to time, available here: https://www.choice-wireless.com/broadband-terms.html

7. **Invoices and Payment** – The Parties acknowledge that the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Services identified in Exhibit A may be satisfied using a combination of Customer funds and Universal Service Administrative Company ("USAC") E-Rate Program funds. Customer will be invoiced for each individual location when Service is fully operational and activated at each individual location, as documented by the execution of a Service Acceptance Certificate. The Customer will be invoiced for the Services on a monthly basis unless other arrangements are made between the Parties in writing. Payment is due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee at Company's sole discretion, not to exceed one-and-one-half percent (1 ½%). In addition, Customer shall be liable for any loss of USAC funding for the Services and in such case shall be responsible for paying its NRC and MRC invoices in full. Not receiving an invoice on any given month does not absolve Customer from the aforementioned payment obligations. Customer may only dispute charges that Customer believes are results of a billing error or a reported problem relating to the Service. Delinquent accounts are accounts for which payment is thirty (30) days past due and are subject to immediate suspension or termination of the Service at the sole discretion of Company. A Customer suspended for a delinquent account shall pay Company a $250.00 reconnection fee to have Service reactivated.

8. **Taxes**- Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Services.

9. **Termination and Termination Charges** –

   Company may terminate either (a) this Agreement (b) any Service, or (c) both, immediately upon written notice to Customer (i) at any time prior to USAC's issuance of a final funding commitment, or (ii) if Customer fails to make any payment in accordance with the provisions of this Agreement after having been given thirty (30) days' notice of such non-payment.

   Further, Company may terminate this Agreement immediately upon the occurrence of any of the following events: (A) Customer's failure to timely file Federal Communications Commission Forms 470 and/or 471 with USAC for the applicable funding year; (B) USAC's denial of Customer's application for funding under the E-Rate Program for the applicable funding year; or (C) if USAC funding becomes unavailable for any reason, either in full or in part. In addition to Company's right to terminate hereunder, upon occurrence of either (B) or (C), Customer may also immediately terminate this Agreement provided that such denial or unavailability of funding is due in no part to the acts or omissions of Customer.

   Notwithstanding any other provision of this Agreement, this Agreement may also be terminated without penalty if for any reason, there are not sufficient appropriated and available monies (i.e. other than USAC funding) from the City Council for the purpose of maintaining the Customer obligations under this

Agreement and provided, however, that if Customer terminates under this Section it shall not replace the Services with similar services provided by a third party. Customer is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Customer's then-current fiscal year. Should the City Council elect not to appropriate and budget funds to pay its obligations under this Agreement in a subsequent fiscal year, this Agreement shall be deemed terminated upon written notice to Company (such notice to be delivered reasonably promptly to Company) at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Customer shall be relieved of any subsequent obligation under this Agreement subject to Customer's restrictions set forth above and any other surviving obligations of Customer as described in this Agreement (i.e. obligation to return Company equipment, or pay amounts due for Services delivered prior to termination).

Either Party may terminate this Agreement immediately upon written notice, if the other:

a. Commits a material breach of this Agreement which is capable of remedy and the breaching Party fails to remedy the breach within thirty (30) days of written notice to do so;
b. Commits a material breach of this Agreement which cannot be remedied; or
c. Is repeatedly in breach of this Agreement.

10. **Termination Charges for Customer Breach** - A termination fee may apply if this Agreement, or any Service, is terminated by Customer before the end of the Initial Term on a basis other than as provided in Section 9 of this Agreement. The termination fee shall be determined by multiplying the MRC as identified in Exhibit A by the number of months remaining in the Initial Term of the Agreement as of the date of termination by Customer.

11. **Equipment** – Any Company Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remains the personal property of Company or Company's assignee, notwithstanding that it may be or become attached to or embedded in realty. Company Equipment shall not be removed or replaced by Customer without Company's written approval. Customer will not tamper with, remove or conceal any Company identifying plates, tags or labels. Upon termination of this Agreement (in whole or in part), Company shall have the right, and Customer shall afford Company reasonable access to its facilities, to remove the Company Equipment from Customer's premises. All Company property shall be returned to Company in the same condition as installed, normal wear and tear expected. In the event Company property is not returned to Company in accordance with this Section, Customer will be billed for and pay to Company an amount equal to the retail value of the Company property, except to the extent such failure is caused by the negligence or willful misconduct of Company or its agents.

12. **Customer Equipment and Facilities** - Customer shall at its own expense undertake all necessary preparations to comply with Company's installation instructions. If Customer is not ready to accept Services thirty (30) days after the Planned Service Date described in Exhibit A, Company may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is solely responsible for ensuring that its equipment owned by Customer ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. In the event that any equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment is Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.

13. **Local Exchange Carriers** – Customer will cooperate fully with Company in working with Local Exchange Carriers and others for the provisioning of local access required as part of the Services.

14. **Service Access Security** - Customer shall be responsible for user access security, such as control over users of the Service. Company provides no user access security with respect to any of its customers or facilities of others connected to the Internet.

15. **Pricing and Installation fee** – See Exhibit A

16. **Assignment** – The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Notwithstanding the foregoing, Company may assign this Agreement to the Navajo Tribal Utility Authority ("NTUA") or any Affiliate of Company, at Company's sole discretion and without Customer's prior consent, and all of Company's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. "Affiliate" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

17. **Service Provider Identification Number** – 143035541

18. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently be requested in writing.

Customer:

Company Name	Page Public Library
Contact Name	Debbie Winlock
Email	DWinlock@PageAZ.gov
Main Phone	(928) 645-4272
Alternate Phone	
Fax	(928) 645-5804
Address	479 S. Lake Powell Blvd. Page, AZ 86040
Billing Address	PO Box 1776 Page, AZ 86040

Company:

Company Name	NTUA Wireless, LLC (NTUAW)
Contact Name	Velena Tsosie
Email	Velena.Tsosie@NTUAW.com
Main Phone	(928) 674-3840
Alternate Phone	
Fax	
Address	NTUA Wireless LLC P.O. Box 1947 Chinle, AZ 86503

19. **Indemnification by Customer** – Customer agrees to defend, indemnify and hold Company and its Affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, settlement payments and any damages awarded related to or arising from: (1) the use of the Services or the placement or transmission of any message, information, software or other materials on any other network connected to Company; (2) negligent acts or omissions of Customer or its Affiliates in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Company which are connected or are to be connected to Company Equipment or the Services; and (3) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by Company.

20. **Choice of Law and Jurisdiction** – THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF ARIZONA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

21. **Entire Agreement** – This Agreement supersedes all prior representations, agreements and understandings whether oral, written or implied, with respect to the subject matter hereof and may only be modified in writing signed by both Parties.

22. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE OBLIGATIONS CONTAINED HEREIN AND CLAIMS SUBJECT TO INDEMNIFICATION, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO

FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. **No Warranty** – The Services and any devices, including Customer Equipment and Company Equipment, are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by Company or its Affiliates shall create a warranty. Neither Company nor its Affiliates warrant that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of harmful components. Under no circumstances shall Company or its Affiliates be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of or inability to use the Services, or Customer's reliance on or use of information, services or merchandise provided on or via the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

24. **Confidentiality/ Non-disclosure** – (a) Subject to the provisions of the Arizona Public Records Law (A.RS.§§-39-101 to -161), each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; (iii) is independently developed by the Receiving Party; or (iv) it is required by law to disclose; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

25. **Counterparts** – This Agreement may be executed in one or more counterparts, and if in more than one counterpart each, when taken together, shall constitute one and the same instrument.

26. **Survival** – The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Upon termination of this Agreement, the terms and conditions of Section 24 (Confidentiality) shall continue in effect for a period of two (2) years.

27. **Compliance** – Company warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-

verify program. A breach of this section shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement. The City of Page retains the legal right to inspect the papers of Company or any subcontractor employee who works under the Agreement to ensure compliance with this provision. This Agreement is subject to cancellation for conflict of interest pursuant to A.R S. § 38-511, the pertinent provisions of which are incorporated into this Agreement. Pursuant to A.R.S. § 35-393 et seq., Company certifies that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel. Pursuant to Pursuant to A.R.S. §35-394, incorporated herein by reference, Company certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Page Public Library	**NTUA Wireless, LLC**
By: ____________________	By: ____________________
Its: ____________________	Its: General Manager
Date: ____________________	Date: 03March2025

EXHIBIT A- Service Information

Service #	Location	Service Type	Planned Service Date	Quantity (GB)	Monthly Service Fee (MRC)	Service Installation Fee (NRC)
1	479 S. Lake Powell Blvd. Page, AZ 86040	DIA via Fiber	July 1, 2025	5,000 Mb	$12,154.03	$0.00

* Planned service date subject to change.
* Services provided may be subject to local, state, and federal taxes.

- **Rest of page intentionally left blank** -

EXHIBIT B- Special Instructions

1) Adequate internal and external space must be provided by Customer for installation of equipment.

2) Commercial power and access to such power will be provided by Customer for providing the requested service. Customer will ensure power is available to accommodate equipment. Power availability and assignment should be determined prior to installation.

3) NTUAW has completed a preliminary review of the required facilities proposed. Detailed engineering is required. Such engineering could change the feasibility of providing service as quoted.

4) Access to commercial power MGN and earth ground must be provided by Customer, where equipment is installed.

5) Any construction required to provide the requested service due to discoveries made performing detailed engineering is the responsibility of the Customer.

- **Rest of page intentionally left blank -**

EXHIBIT C- Service Level Agreement

This Service Level Agreement ("SLA") relates to the Telecommunications Service Agreement dated 3/03/2025, 2025 between NTUA Wireless, LLC ("Company") and Page Public Library ("Customer") (the "Agreement"), and establishes Company's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Definitions:

For purposes hereof, "Company IP Network" shall include Company-owned and controlled or Navajo Tribal Utility Authority-owned and controlled IP backbone network, private network and WiFi access points. Company IP Network shall not include, and this SLA shall not apply to, (i) networks owned and/or controlled by other carriers; (ii) local access circuit; (iii) Customer premise equipment; (iv) Customer Local Area Network; or (v) interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

For purposes hereof, a "Force Majeure" event shall mean any natural disaster, act of God, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service upon which Company relies in order to provide any part of the Service) and national and/or civil emergencies.

Scope:

This SLA applies only to Customer's access to the Company IP Network. This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); or interconnections to or from and connectivity within other ISP networks.

This SLA applies to Service and related Company Equipment only. Company will not be responsible for, and service credits will not be issued in connection with, any failure by Company to meet a service level commitment by reason of any of the following:

a. Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs Company's ability to provide service;
b. Scheduled maintenance on the Company IP Network;
c. Suspension of Service by Company, including suspension for non-payment of Service charges;
d. Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined herein;
e. Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this SLA where the Service is itself unaffected by the failure of the statistical monitoring device(s);
f. Failure of Customer to comply with the terms and conditions of the Agreement;
g. Inability to gain access to Customer's premises (including the point of demarcation);
h. Failure of Customer-provided equipment, cabling or power sources;
i. Emergency maintenance by Company;
j. Changes to Customer's Service made at Customer's request; or
k. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.

Monthly Service Availability:

Company IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the monthly recurring charge ("MRC") for that calendar month for each full day of outage. Limits on the service credit amount and reporting procedures are detailed below.

Packet Loss:

Company IP Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each one (1) day the packet loss is above the one percent (1%) average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Latency:

Company IP Network is guaranteed to have an average round trip packet transit time within the Company IP Network over a calendar month of sixty (60) milliseconds or less. The average latency is measured as the average of 15-minute samples across the Company IP Network taken throughout the month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each day the latency is above the sixty (60) milliseconds average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

Time to Restore Service Outage:

The guaranteed time to restore a service outage ("Time to Restore") is eight (8) hours during normal business hours (8AM to 5PM M-F) or twelve (12) hours during non-business hours, weekends and holidays. Time to Restore begins on the date and time when Customer reports the service impairment to Company, via Company's Network Operations Center ("NOC") telephone number during normal business hours or Company's emergency NOC telephone number after normal business hours, with all information necessary for Company to respond to the issue, and ends upon confirmation by Company to Customer that service has been restored (in each case, based upon Company's records). Time to Restore shall be extended to account for any period of time spent by Company waiting for a response, availability, action or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event affecting service has occurred and is continuing. In the event a service engineer must be dispatched to site, Time to Restore will include an additional two (2) hour travel period.

If Company is unable to restore service within the Time to Restore and Customer requests a credit, Company will issue a credit of one (1) day of the MRC for each one (1) day of Service outage. The aggregate of all Service availability credits shall not exceed the total MRCs billed during the month.

Claims and Credit Availability:

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Customer must open a trouble ticket with Company's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Company will open a trouble ticket, test the affected service and attempt to isolate the problem. Company's records and data will be the sole basis for all service credit calculations and determinations.

Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Upon Customer's request, and if duly approved by Company, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of one hundred percent (100%) of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed twenty five dollars ($25.00) to be processed. If Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.

giving you a
choice
NTUA WIRELESS

Exhibit D - Form of
Service Acceptance Certificate

The undersigned Page Public Library ("Customer") entered into a TELECOMMUNICATIONS SERVICE AGREEMENT dated March 3, 2025 (the "Agreement") with NTUA Wireless, LLC, a Delaware Limited Liability Company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") whereby Company agreed to provide certain telecommunications services to Customer as set forth in Exhibit A to the Agreement (the "Services"). Customer accepted the Services for the Agreement on May 17th, 2021. This Exhibit D, Form of Service Acceptance Certificate serves to re-certify Customer's acceptance of the Services in accordance with this first version of the Agreement.

On behalf of Customer, I hereby re-acknowledge and re-certify that the Services have been provided by Company to one or more of the multiple locations identified in Exhibit A to the Agreement, and that accordingly the date set forth below shall be deemed the Initial Service Date as set forth in Section 1 of the Agreement.

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

_____ Complete

Customer: PAGE PUBLIC LIBRARY

Signed: ______________________________

Title: ______________________________

Date: ______________________________

Company: NTUA WIRELESS, LLC

Signed: Jelena R. Fonseca

Title: General Manager

Date: 03March2025

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

CONSENT AGENDA 7. 2.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Contract Amendment for 3 Peaks Glass
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Motion

RECOMMENDED ACTION:
Move to approve the Services Contract Amendment for 3 Peaks Glass and authorize the Mayor to sign.

BACKGROUND:
3 Peaks Glass is requesting an amendment to their contract for the services they provide for Horseshoe Bend.

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

Attachments

3 Peaks Contract Amend

SERVICES CONTRACT AMENDMENT

This Amendment is made and entered into this _____ day of March 2025, by and between the CITY OF PAGE, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), and 3 Peaks Glass, (hereinafter "Contractor").

Whereas, an original Services Contract was entered into by the parties effective the 16th day of April, 2019, for a one year term; and

Whereas, the Services Agreement provides, in part, that:

> City shall have the option to renew the Contract for one (1) year increments upon the termination date. Any modification or renewal of this Contract shall be by formal written amendment executed by the parties.

; and

Whereas, the parties desire to extend the Contract for a one-year term at the current rate of $260,000.00 per year.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. With the exception of the Contract Term and other terms modified by subsequent amendments, the original Services Contract entered into by the parties in April 2019, is hereby incorporated by reference into this Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Services Contract as if each were again fully set forth verbatim herein.

2. Agreement Term. The Term shall be from April 16, 2025 to April 15, 2026.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment effective as of the day and year first hereinabove written.

CITY OF PAGE	CONTRACTOR
BY:____________________ Mayor	BY:____________________

ATTEST:____________________
City Clerk

APPROVED AS TO FORM: ____________________
City Attorney

CONSENT AGENDA 7. 3.

City Council Regular Agenda

Meeting Date: 03/12/2025

Title: Monthly Cash Allocation Report - January 2025

Presented by:

Subject:

Monthly Cash Allocation Report - January 2025

Attachments

Cash Allocation for January 2025

CITY OF PAGE
MONTHLY CASH ALLOCATION COMPARISON

			Dec-24		Jan-25
01-1110200		LGIP - GENERAL SAVINGS ACCT	20,154,694.26		19,291,401.06
01-1110250		US BANK - GENERAL SAVINGS ACCT	8,778,379.60		8,816,426.24
01-1110350		XPRESS DEPOSIT ACCOUNT	0.00		12,142.63
01-1110700		BMO CASH A/P CHKNG (COMBINED)	2,203,349.85		3,159,799.35
01-1110800		BMO CASH P/R CHKNG (COMBINED)	750,948.52		469,568.59
12-1110600		EMERG RESERVE-U.S. BANK ACCT	11,848,655.25		11,900,833.49
15-1120300		LGIP - HURF SAVINGS ACCT	1,148,176.84		1,216,540.10
32-1120500		BMO JCEF SAVINGS ACCOUNT	12,565.18		12,823.07
45-1110700		HSB CHECKING ACCOUNT	8,606,793.95		8,762,487.88
45-1110800		HSB INVESTMENT ACCT-US BANK	4,228,668.73		4,247,148.52
72-1120800		BMO -FIRE PENSION SAVINGS	27,892.27		31,567.26
72-1121100		FIRE PENSION-INVESTMENT ACCT	594,651.31		610,731.79
			58,354,775.76		**58,531,469.98**

FUND			Dec-24		Jan-25
10		ALLOCATION TO GENERAL FUND	28,916,712.34		28,413,050.47
12		ALLOCATION TO EMERGENCY RES FUND	11,549,890.79		11,602,069.03
15		ALLOCATION TO HIGHWAY USER FUND	1,144,673.84		1,215,922.42
16		ALLOCATION TO SUBSTANCE ABUSE FUND	39,175.30		39,322.94
20		ALLOCATION TO DEBT SERVICE FUND	0.00		0.00
25		ALLOCATION TO MISCELLANEOUS GRANTS	137,473.67		938,767.07
32		ALLOCATION TO JCEF FUND	12,191.93		12,382.01
33		ALLOCATION TO MAGISTRATE COURT IMP FUND	17,314.13		18,550.42
34		ALLOCATION TO FILL THE GAP FUND	3,799.41		3,799.41
36		ALLOCATION TO DONATION FUND	49,867.12		29,952.04
40		ALLOCATION TO CAPITAL PROJECTS FUND	10,163,255.32		10,024,661.92
45		ALLOCATION TO HORSESHOE BEND FUND	2,480,191.78		2,403,417.50
46		ALLOCATION TO AIRPORT FUND	2,869,831.71		2,928,114.42
48		ALLOCATION TO LAND FUND	718,594.30		718,594.30
50		ALLOCATION TO PAGE UTILITY ENTERPRISES	-3,762.56		-5,397.50
51		ALLOCATION TO WATER FUND	-2,414.87		-4,230.45
52		ALLOCATION TO SEWER FUND	-122.32		-983.57
55		ALLOCATION TO GOLF FUND	-169,057.80		-244,246.46
57		ALLOCATION TO CEMETERY FUND	323,139.70		314,796.57
72		ALLOCATION TO FIRE PENSION FUND	585,954.45		604,859.92
			58,836,708.24		**59,013,402.46**

CONSENT AGENDA 7. 4.

City Council Regular Agenda

Meeting Date: 03/12/2025

Title: Youth Advisory Council Resignations

Presented by:

Subject:

Youth Advisory Council Resignations - Miriam Lassen and Emma Mallavia

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Attachments

Miriam Lassen Resignation

Emma Mallavia Resignation

-----Original Message-----
From: Miriam Lassen [redacted]
Sent: Wednesday, February 26, 2025 5:43 AM
To: Gregg Martinez <gmartinez@pageaz.gov>
Subject: Re: Youth Advisory Council

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Martinez,

Yes, this semester my schedule has been packed, and I can only seeing things getting more busy from here. I thank you for the opportunity this commission has provided me, but understand that at this point the wisest thing would be for me to resign. You have my best wishes.
Respectful yours.
Miriam.

From: Emma Mallavia [redacted]
Sent: Wednesday, February 26, 2025 8:17 AM
To: Gregg Martinez <gmartinez@pageaz.gov>
Subject: Re: Update for YAC

CAUTION: **This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Mr Martinez

I apologize for being absent lately, I have been really busy. But unfortunately I am still going to have a busy schedule here on out, and I think it is time for me to resign. I am very sorry, thank you for the experience.

Sincerely Emma

City Council Regular Agenda

Meeting Date: 03/12/2025

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

UNFINISHED BUSINESS 12. 1.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Update on the Splash Pad
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Other

RECOMMENDED ACTION:
TBD

BACKGROUND:
City Manager will give an update on the Splash Pad funding.

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

UNFINISHED BUSINESS 12. 2.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Code of Conduct update
Presented by: Josh Smith, City Attorney
Department: City Attorney
Action: Motion

RECOMMENDED ACTION:

Move to approve the revised Code of Ethics as attached;
or
Move to have Staff make the discussed updates and bring back for approval.

BACKGROUND:

The City Attorney has made updates to the Code of Conduct as attached in redline (all of the changes are towards the end of the document). Council can either approve the revised Code or provide feedback for additional revisions.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Budget Impact:
None

Attachments

Revised Code of Conduct

i

Code of Ethics and Standards of Conduct for City Council, Boards, and Commissions

This policy will address council relations, council and staff relations, and council and citizen relations. By adopting these guidelines for City Council, boards and commissions, we acknowledge our responsibility to each other, to our professional staff, and to the public. The City Council will govern the city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community.

The constant and consistent theme through all the conduct guidelines is "respect." Public officials experience significant workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, public officials are called upon to always exhibit appropriate behavior. Demonstrating respect for each individual through words and actions is the standard that can help guide public officials to do the right thing in even the most difficult situations.

Section 1. Code of Ethics

The Page City Council believes in fair, ethical, and accountable local government. To this end, the Page City Council has established a Code of Ethics and Standards of Conduct for the members of the City Council and the City's Boards, and Commissions to assure public confidence in the integrity of local government and its effective and fair operations. Members of Page's City Council, Boards, and Commissions shall comply with the following standards.

A. Acting in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of the City of Page and not for any private or personal interest, and they will ensure their fair and equal treatment of all.

B. Compliance with the Law. Members shall comply with the laws of the nation, the State of Arizona, and the City of Page in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Page City Code and policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure, and the open meeting law.

C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff, and the public.

D. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and other applicable laws and regulations governing the deliberation of issues in a public meeting, ensuring the appropriate implementation of policy decisions of the City Council by City staff.

E. Conduct of Public Meetings. Members shall prepare themselves for public issues, listen courteously and attentively to all discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.

F. Meeting Attendance. It is the responsibility of Councilmembers to attend City Council meetings and the responsibility of other members to attend meetings of their respective Board or Commission to which they have been appointed in order to fairly conduct the business of Page. It is also the responsibility of members who have been appointed as voting members representing the City of Page on Boards and Commissions to attend meetings of those Boards and Commissions. Absence from meetings should be avoided if at all reasonably possible. The member shall contact the City Clerk, Chair of the Board or

Commission, or other responsible staff person if unable to attend a meeting. Members shall be required to provide current contact information to the City Clerk.

G. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

H. Communication. Members shall publicly share substantive information that is relevant to a matter under consideration by the City Council, Board, or Commission, which they may have received from sources outside of the public decision-making body.

I. Conflict of Interest. To assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in violation of the law. In addition, members should consider recusal where there is an organizational responsibility or personal relationship that may give the appearance of a conflict of interest. The purpose of the conflict-of-interest laws is to prevent self-dealing by members and to remove or limit any improper influence which might bear on a member's decision. A legal conflict of interest occurs when a member or a relative of the member has a pecuniary interest in a matter that may come before the City Council during the member's term of office on which the member sits, and that interest is not a remote interest as defined in A.R.S. Section 38-502(10). "Relative" means the spouse, child, child's child, parent, grandparent, brother, or sister of the whole or half-blood and their spouses and the parent, brother, sister, or child of a spouse.

1. **Compliance with Conflict-of-Interest Laws.** Members shall comply with the conflict-of-interest laws of Arizona. If a member is not sure whether he or she has a conflict of interest in a matter before the City Council, the City Attorney may be contacted.

2. **Disclosure of Conflict of Interest.** If a member has a conflict of interest, he or she shall disclose that fact as soon as possible by filing a statement with the City Clerk setting forth the nature of the conflict of interest or declaring the nature of the conflict of interest for the record of the minutes of the meeting. The member shall not participate in any matter as a member if the member has a conflict of interest.

3. **Loyalty.** Members have an obligation to put the interest of the City of Page over personal considerations.

4. **Personal Interests.** Occasionally a member may find that he or she has a personal interest in a matter, even though a conflict of interest would not exist under the conflict-of-interest laws. Members are encouraged to adhere to strongly held ethical values which are exercised in good faith and to refrain from discussing or voting on a matter if he or she believes personal interest precludes making a fair decision.

5. **Abstaining from Voting.** A member should not abstain from voting on a matter before the City Council, board, commission or committee unless he or she has an actual conflict of interest or reasonably believes that he or she may have an actual conflict of interest or a personal interest as set forth in Paragraph I, Conflict of Interest. Members shall abstain from participating in deliberations and decision-making where conflicts exist.

J. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or other private interests.

K. Use of Public Resources. Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies, or facilities for private gain or personal purposes.

L. Representation of Private Interests. In keeping with their role as stewards of the public interest, Councilmembers shall not appear on behalf of private interests of third parties before the City Council or any commission, board, or committee or proceeding of the City, nor shall members of commissions, boards, and committees appear before their own bodies or before the City Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

M. Advocacy. Members shall represent the official policies or positions of the City Council, Boards, or Commissions to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent the City of Page, nor will they infer that they do.

N. Positive Workplace Environment. Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate direction to staff.

O. Implementation. As an expression of the standards of conduct for members expected by the City, this Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientations for newly elected and appointed officials for City Council and those appointed to City of Page Boards and Commissions.

Section 2. City Council Relations with City of Page Boards and Commissions, and Councilmember Representation to Other Agencies and Organizations

A. **Board and Commission Recommendations**. Members of the City Council shall not use their power of office to attempt to influence or publicly criticize board or commission recommendations or influence or lobby individual board or commission members on any item while under board or commission consideration. It is important for boards and commissions to be able to make objective recommendations to the City Council on items before them. Members of City Council who attempt to strongly influence commission, board or committee positions on any item may prejudice or hinder their role in reviewing the board or commission recommendation as a member of the City Council.

B. **Board and Commission Meetings.** Individual Councilmembers shall have the right to attend a board or commission meeting but should not speak or become involved in meeting discussions unless the Councilmember is the liaison to that board or commission. Councilmembers attending meetings should avoid any violations of the Open Meetings law should a quorum of councilmembers be present at any meetings.

C. **Council Liaison.** As a Council liaison, the following guidelines shall apply:

   1. **Positive Resource.** With the exception of the City Council liaison to the Page Utility Enterprises (PUE) Board, who is designated as an ex-officio member of the Board by city ordinance, a Council member acting as a liaison to a commission, board, or committee (a "board") is not a member of the board. Rather, the Council member is a positive resource to support the board in the completion of its work.

   2. **Direction and Guidance.** A City Council liaison is acting as a representative of the full Council and as such has no authority to provide any direction or guidance to the board other than direction or guidance that clearly represents the direction or guidance of the full Council.

   3. **Influence.** Generally, the City Council liaison shall not attempt to unduly influence the work or recommendations of the board.

   4. **Deliberations and Discussions.** With the exception of the City Council liaison to the PUE Board, the City Council liaison shall not take part in the board's deliberations or discussions unless (a) the board requests the Council liaison's participation in a particular discussion (in this situation, the Council liaison must expressly state that she or he is speaking for her or himself, not for the entire Council) or (b) the Council member determines that he or she must speak up in order to remind the board of Council direction, City policies, or laws such as the Open Meetings Law or the Public Records Law.

5. **Voting.** The Council liaison shall not take part in any votes or decision making of the board.

6. **Requests.** The Council liaison shall bring to the Council any requests from the board, such as questions raised by a board about the board's scope of work, requests from the board to change the board's scope of work, or requests for expenditures of City resources to further the board's work.

7. **Updates to City Council.** The Council liaison shall work to ensure that the Council is regularly updated on the work of the board.

D. Other Government Agency. If a Council member appears before another government agency or organization to give a statement on an issue affecting the City, the Council member should first indicate the majority position and opinion of the Council, if known or previously discussed. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the City Council.

Section 3. City Council Relations with Staff

A. City Administration. The City Council and its members shall deal with the administration of the City only through the City Manager, except for the purpose of inquiry, and neither the Council nor any member thereof, shall give orders or instructions to any employee or officer other than the City Manager or other Council appointed officers. The City Manager shall take his or her orders and instructions from the Council, only when promulgated at a duly convened meeting of the Council, and no individual Council member shall give any orders or instruction to the City Manager except for purpose of inquiry. Members shall respect and adhere to the Council-Manager structure of government as outlined in the Page City Code. In this structure, the City Council determines the policies of the City with the advice, information, and analysis provided by the public, commissions, boards, committees, and staff. Except as provided by the Page City Code, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

B. Mutual Respect. There shall be mutual respect from both staff and Councilmembers of their respective roles and responsibilities when and if expressing criticism in public session.

C. Acknowledgement of Roles. City staff shall acknowledge City Council's role as policy makers and the City Council shall acknowledge the staff's role as responsible for administering the Council's policies.

Section 4. Compliance and Enforcement

This code expresses standards of conduct expected for members of the Page City Council, Boards, and Commissions. Members themselves have the primary responsibility to ensure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government. A violation of this Code of Ethics and Standards of Conduct shall not be considered a basis for challenging the validity of City Council, Board, or Commission decisions. If members of Boards, Commissions or Council have ~~Q~~questions about this Code of Ethics and Standards of Conduct, a conflict of interest, or other ethical issues, they ~~may~~ be presented to the City Attorney. The City Council may impose sanctions on members whose conduct does not comply with this policy, such as reprimand~~, formal censure~~, or removal of board or commission assignment.

A. **Conduct Review Board.** There will be established, at the first meeting of the Council, after November 30 of each election year, a Conduct Review Board ("CRB") comprised of three members of the Council selected by the entire Council by majority vote. Within forty-five (45) days of the filing of a complaint, the CRB will convene in a public meeting, assess the merits of the complaint, and make a recommendation to the City Council of action to be taken.

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B. **Complaint Process.**

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1. Any Board, Commission or Council member may file a complaint for conduct that is alleged to constitute a violation of the Code of Ethics. The complaint shall be filed with the City Clerk; must identify the specific provision alleged to have been violated; and must be filed within thirty (30) days of the event giving rise to the complaint.
2. The complainant shall include with the complaint adequate evidence and facts to support the allegation. Neither city staff, City Council, nor the CRB will undertake any investigation, examination of witnesses, or fact-finding.
3. Upon receipt of the complaint, the City Clerk will provide a copy of the complaint to the subject of the complaint, the full City Council, the City Attorney, and City Manager.
4. The subject of a complaint will have fifteen (15) days from receipt of notice of the complaint to file a written response with the City Clerk. The Clerk shall provide the response to the CRB, the City Attorney, and the City Manager. The subject of a complaint shall not be entitled to legal counsel paid for by the City.

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5. The CRB will review and discuss the complaint in an open meeting and make a recommendation to the City Council. The recommendation may be to take no action, informal sanctions such as recommendations for training, or formal sanctions such as reprimand or removal from a Board or assignment.

C. Penalties. After the CRB has made a recommendation, the City Council will convene in a special meeting, open to the public, and consider the recommendation of the CRB. The Council, by majority vote, will determine what action, if any, should be taken in response to the complaint. The City Council may take no action, or impose informal or formal sanctions. Formal sanctions are limited to reprimand, removal from a Board or Commission, or removal from a Council Liaison assignment.

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Member Signature________________________ Printed Name

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Date

~~Witness Signature~~

[i] Revised March, 2025. Adopted by the City Council on March, _____, 2025.

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 1.

City Council Regular Agenda

Meeting Date: 03/12/2025

Brief Title: Presentation on potential new business

Presented by: Gregg Martinez, Economic Development Coordinator

Department: Community Development

Action: Other

RECOMMENDED ACTION:

Presentation only.

BACKGROUND:

Conan and Katherine John will be providing a presentation to City Council regarding their proposed land purchase and its use. They are interested in purchasing a 5.87 acre portion of Parcel 80210020S located on the South side of Highway 89 between Coppermine Road and Industrial Drive.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Budget Impact:

No fiscal impact.

Attachments

Presentation

LAND PROPOSAL

- Location: Corner of Industrial Dr and Hwy 98
- Proposing to purchase 5.87 acres to build commercial structures: business office and garages; separate structures for boat storage.

- The public good that this project creates is that it provides an aesthetically pleasing facility off of Highway 98 which will provide boat storage for boat owners.

- This land proposal aligns with the City of Page’s strategic objectives by fostering sustainable development, enhancing community well-being, and promoting economic growth. Furthermore, this project aims to attract local businesses, creating job opportunities, and stimulating economic activity, which aligns with Page’s objectives of enhancing the local economy.

- Overall capital investment: $2 Million

- Economic benefits include the creation of 45 jobs during construction and 20+ permanent positions post completion. It will attract new businesses, boosing local commerce and increasing tax revenues. Additionally, the project will enhance property values and stimulate demand contributijg to the city’s long-term economic growth and community vitality while supporting Page’s strategic objectives for sustainable development.

ESTIMATED TIMEFRAME

•March 12 present project in front of Mayor and City Council.
•March 19 if approved by Mayor and City Council, public notification of proposed sale and opportunity for public input.
•March 26 LPX to obtain appraisal from Arizona General Appraiser
•April 23 upon receipt of survey and appraisal, a purchase contract will be drafted and delivered to the Mayor and City Council for review and negotiation.
•July 2 Purchase contract signing. LPX can begin with entitlement and submitting for permits; meet with engineers for site development and structural engineer for buildings. Plan review to include fire department, Draft site plan to include, driveway development, utilities. City to parcel land as specified in contract.
•Oct 1 phase 1 of building begins.
•Completion Spring 2026.


Wednesday, May 26, 2021

COMMUNITY

Photo by Bob Hembree/Lake Powell Chronicle

Lake Powell Experience staff and family gather with Page Lake Powell Chamber of Commerce Members for ribbon cutting ceremony.

Lake Powell Experience LLC featured in Lake Powell Chronical May 26, 2021.

Conan and Katharine moved to Page, AZ in 2009 after graduating with Bachelors degrees from Utah State University. Conan pursued a job with NGS and remained there through its decommission in 2020. After pursuing a nursing degree from MCC, Katharine worked as a nurse at Page Hospital for eight years before leaving to pursue their family's venture of starting Lake Powell Experience.

Established in 2019 at 910 Coppermine Rd, Page AZ. Lake Powell Experience is a family owned and operated boating business which offers photography based and water sports boat tours on Lake Powell.

"Our goal has always been to raise our family among its cultural roots and teach our children how to preserve and enjoy the endless beauty of this region. Starting this business has provided us the opportunity to not only share this with our children, but with the thousands of people we serve each year."

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 2.

City Council Regular Agenda

Meeting Date: 03/12/2025

Brief Title: Update from Dorn Policy Group

Presented by: Darren Coldwell, City Manager

Department: City Manager

Action: Other

RECOMMENDED ACTION:

Update from Tom Dorn, Dorn Policy Group.

BACKGROUND:

Tom Dorn from Dorn Policy Group is the Lobbyist for the City of Page.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 3.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Presentation by Alliant
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Other

RECOMMENDED ACTION:

Presentation by Alliant Human Capital about their review of the City of Page compensation program.

BACKGROUND:

The City Council requested and funded a salary survey in this year's budget. Alliant has been contracted to review city staff's current wages and to see where they compare to other cities with a similar workload. Please remember when reviewing the city selections that they were chosen for the amount of work they do not necessarily the population of the community.

We are focusing on making sure that our staff are being paid a fair wage for the work they are expected to do.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: 2025
Amount Requested: N/A
Line Item(s): N/A
Budget Impact:

There was a budget of $50K for this project.

Attachments

Presentation

March 12th, 2025

City of Page, AZ

Comprehensive Compensation Consulting Project

Alliant Human Capital

Presented by
Ben Teichman
Tom Malone

Table of Contents

About Alliant Human Capital

Who is Alliant Human Capital?

- **Alliant Human Capital ("AHC")** is a leading consulting firm specializing in human resources, compensation, and organizational development.
  - We have been an organization entrenched in compensation and total rewards since 1995.
  - AHC was acquired by Alliant Insurance Services in 2022.
  - We are industry agnostic and have supported clients in various industries such as education, healthcare, IT, retail and public entities in short- and longer-term engagements.
- **AHC** offers a comprehensive range of services, including strategic consulting, project-based consulting, and managed services.
  - We help clients develop custom-designed strategies that address specific needs and challenges in the areas of people and rewards.

Scope & Background

Background

- **The City of Page Arizona ("CoP")** contracted **Alliant Human Capital** in August 2024 to conduct a review of their current compensation program.
- The last formal market review was conducted ~10 years ago, so there is a need to review the existing program.
- AHC's compensation review consists of six phases, with the goal of assessing and evaluating the current state of CoP's compensation program for 86 unique positions, representing 144 employees.
- In addition, this review will provide recommendations for an updated compensation program that can attract, retain and motivate employees, while ensuring internal equity and external competitiveness.

Core Items Evaluated

- Compensation Philosophy/Strategy
- Market Pricing/Benchmarking
- Pay Ranges/Salary Structure
- Financial Modeling
- Compensation Administration Guidelines
- Implementation and Execution of Changes

Project Phases

1	Phase 1 – Kickoff and Discovery	Oct/Nov	Meet with CoP Leadership to gain insights into current compensation program
2	Phase 2 – Benchmarking and Market Pricing Analysis	Oct/Nov	Benchmark and Market Price 86 Jobs in preparation for analysis
3	Phase 3 – Pay Range Review, Design, and Modeling	Nov/Dec	Review and construct up to 3 different salary structure options for CoP to choose from
4	Phase 4 – Employee Level Financial Impact Modeling	Nov/Dec	Assess and create models to show financial impact from new salary structure model
5	Phase 5 – Pay Policy Review and Recommendations	Dec	Review current compensation policies in order to make future state recommendations
6	Phase 6 – Final Report Preparation and Delivery	Dec/Jan/Feb	Develop and deliver final report, and present to Leadership Team and City Council In-Person

Phase 1 – Discovery and Interviews - Findings

Main Themes from Interviews

- During our interviews, we uncovered four main themes desired by Leadership to improve the current compensation program:
  - <u>Work Life Balance/Work Environment</u> – Leadership emphasizes the need to improve work/life balance and support employee well-being through more flexible scheduling and/or fair premium pay practices.
  - <u>Pay Structure/Incentives</u> – Leadership seeks to develop a competitive pay structure that includes performance-based rewards, step schedules, and spot bonuses to recognize employee contributions.
  - <u>Career Development/Professional Growth</u> – There is a strong desire to expand growth opportunities for current employees, including tuition assistance, certification bonuses, and clarified job roles.
  - <u>Recruitment/Retention</u> – A desire for the City to become the "Employer of Choice," focusing on competitive wages, sign-on and retention bonuses, and housing stipends to attract and retain top talent.
- For the **Fire** and **Police** Departments, we found several additional themes:
  - There is a **lack** of a formalized **bonus program**, which is difficult given the long hours both departments tend to have.
  - Additionally, **recruitment** and **retention** are **challenges** as the work is difficult, and pay is not as competitive as other Arizona cities / agencies.
  - Desire for **police department jobs** to **move** to a **step-based** salary structure, to align with other AZ city / agency departments with public safety jobs

Phase 2 – Benchmarking and Market Pricing Analysis

City of Page Current Base Pay Market Competitiveness

- The below data points are for **City Roles, Fire Department, and Police Department:**

Salary Structure Midpoints vs Market 50th	• Current salary structure midpoints vs base pay market 50th ○ City Roles: **99%**; Fire Department: **84%**; Police Department: **95%** • Salary structure midpoints vs base pay market 50th using the new salary structure ○ City Roles: **100%**; Fire Department: **104%**; Police Department: **104%**
Average Base Pay vs Salary Structure Midpoints	• Current employee base pay vs job's salary structure midpoint ○ City Roles: **100%**; Fire Department: **100%**; Police Department: **87%** • Employee base pay vs job's salary structure midpoint using the new salary structure ○ City Roles: **99%**; Fire Department: **99%**; Police Department: **96%**
Average Base Pay vs Market 50th	• Current employee base pay vs base salary market 50th ○ City Roles: **98%**; Fire Department: **86%**; Police Department: 81% • Employee base pay vs base pay market 50th when using the years of experience ("YOE") approach ○ City Roles: **99%**; Fire Department: **103%**; Police Department: **94%**

Salary Structure Model: Recommended Structure – City Roles

Current State Structure

- CoP's current market anchor point strategy is to target the 50th percentile of base salary market ("market")
- There are a total of **61 positions** that are in City Roles
- The salary structure has a total of **21 unique grades** that are not specific to the Fire/Police department roles
- The current structure, while functional, has several design elements that, if not addressed, will cause issues in the compensation program for City of Page down the road

Recommended Future State

- The new proposed structure will have **28 unique grades for the City roles**
- Using consistent, best-practice driven components, the new structure offers flexibility, adaptability, and greater ability to promote equity and consistent hierarchy between roles

Salary Structure Model: Fire and Police Departments (cont.)

Police Department

- **Current State**
  - There are a total of **16 positions** in Police department roles, using a salary structure of **9 unique grades**
  - Initial analysis was expanded by going beyond the foundational data sources and using targeted data from Arizona cities
  - Key issue with the CoP Police structure was that **it did not follow structure trends** observed **from other police departments**, was **not built to be market centric**, and ultimately was **not adaptable to the department's needs**
- **Recommended Future State**
  - Step-based salary structure for sworn officer positions, based on **10 distinct steps**

Fire Department

- **Current State**
  - There are a total of **8 positions in** Fire department roles, using a salary structure of **8 unique grades**
  - While the structure is actually in line with similar structures we observe for other fire departments in the state of Arizona, we found that with some adjustments, it could be made more flexible and useful for what the Fire Department needs
- **Recommended Future State**
  - The proposed step-based salary structure will implement a clear step progression for firefighter roles spanning **10 distinct steps**

Salary Structure Model: Recommended Grade Placement Method

Aligning Jobs to Market Based Grade

- Below is an example demonstrating how jobs would initially be assigned to the structure based on market, using both the current and proposed structures
- The core approach is to select the grade midpoint that is the **closest** to market 50th

Job	Current Grade	Min	Mid	Max	Mkt 50th	Mid vs Mkt
Communication Specialist	212	$19.74	$25.64	$31.57	$27.75	92%

Closest Grade (Recommended Structure)	Min	Mid	Max	Mid vs Mkt
5	$23.64	$27.78	$31.92	100%

Salary Structure Model: Recommended Employee Placement Method

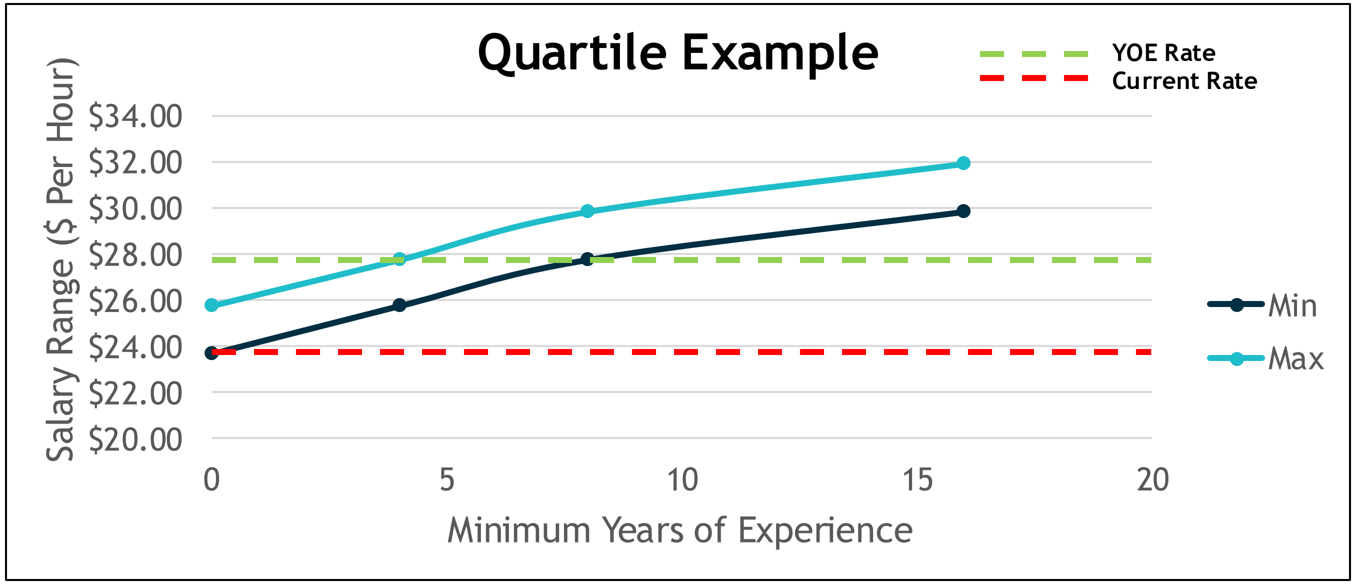
Placing Employees based on Years of Experience ("YOE")

- Below is an example demonstrating how an employee is placed in their grade range (either as a new hire, promotion, or in this case, **current placement review**). This is sometimes called "Cost to bring to Years of Experience" or "CTBTYOE" for short
  - Employee Jane Smith is a COMMUNICATIONS SPECIALIST, currently making $23.64/hr.
  - They have 8 YOE – specifically, a combination of experience in and/or relevant to their role
  - Using a **quartile methodology**, salary ranges are split up **into 4 parts**, each covering a **specific amount of experience**

Salary Structure Model: Recommended Employee Placement Method (Cont.)

Placing Employees based on Years of Experience (“YOE”)

- Jane’s current rate ($23.64/hr.) is in the **first quartile;** however, their experience shows they should be **at the beginning** of the **third quartile**
- By increasing their rate to the start of the third quartile ($23.64 + $4.14 = **$27.78**), the annual cost of their new rate increase is **$8,611** ($4.14 x 1.0 FTE x 2080 hrs. annually)
- For some employees, there may be additional cost to bring them to **the new minimum** (e.g., Jane has a rate of $19.70)
- Future employee placement methodology will need to be defined by CoP as a documented part of their compensation program



Overall Estimated City Impact - Summary (All Roles)

Department	Total Annual Payroll (“TAP”)	Cost to bring to Years of Experience (“CTBTYOE”)	# of Jobs	# of EE’s	# of EE’s Affected	% of EE’s Total	CTBTYOE as % of TAP
City of Page Overall	$9.42M	$468,142	86	144	51	35%	5.0%

Recommendations

- Implement salary structures for City roles, Fire Department and Police Department
- Formally document and implement salary administration guidelines to maintain the compensation program
  - Annual Salary Structure maintenance
  - Establishing market pricing methodology
  - Adding Jobs to the Salary Structure
  - Creating a years of experience centric approach to employee pay and hiring
  - Establishing guidelines on variable pay, such as spot bonuses or annual incentive programs; this topic was the most common as brought up by department leads during our interview and discovery process
  - Certification Pay guidelines and applications

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

NEW BUSINESS 13. 4.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Citizen Light Change Request Process
Presented by: Amanda Hammond, Councilmember
Department: Mayor and Council
Action: Other

RECOMMENDED ACTION:
TBD

BACKGROUND:
Councilor Hammond requested that Council discuss the policy for citizens to request light changes.

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

EXECUTIVE SESSIONS 14. 1.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Potential Land Sale
Presented by: Gregg Martinez, Economic Development Coordinator
Department: Community Development
Action: Motion

RECOMMENDED ACTION:
TBD

BACKGROUND:
Confidential

ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

Fiscal Impact

Budget Impact:
None

CITY OF PAGE
REQUEST FOR COUNCIL ACTION

EXECUTIVE SESSIONS 14. 2.

City Council Regular Agenda

Meeting Date: 03/12/2025

Brief Title: Possible Land Sale of Parcel 80114003M

Presented by: Darren Coldwell, City Manager

Department: City Manager

Action: Motion

RECOMMENDED ACTION:

TBD

BACKGROUND:

Confidential

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: 2024

Amount Requested: N/A

Line Item(s): N/A

Budget Impact:

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

Attachments

Approx Location

Google Maps

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CITY OF PAGE
REQUEST FOR COUNCIL ACTION

EXECUTIVE SESSIONS 14. 3.

City Council Regular Agenda

Meeting Date: 03/12/2025
Brief Title: Potential Land Sale Parcel 80106032A
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Motion

RECOMMENDED ACTION:
TBD

BACKGROUND:
Confidential

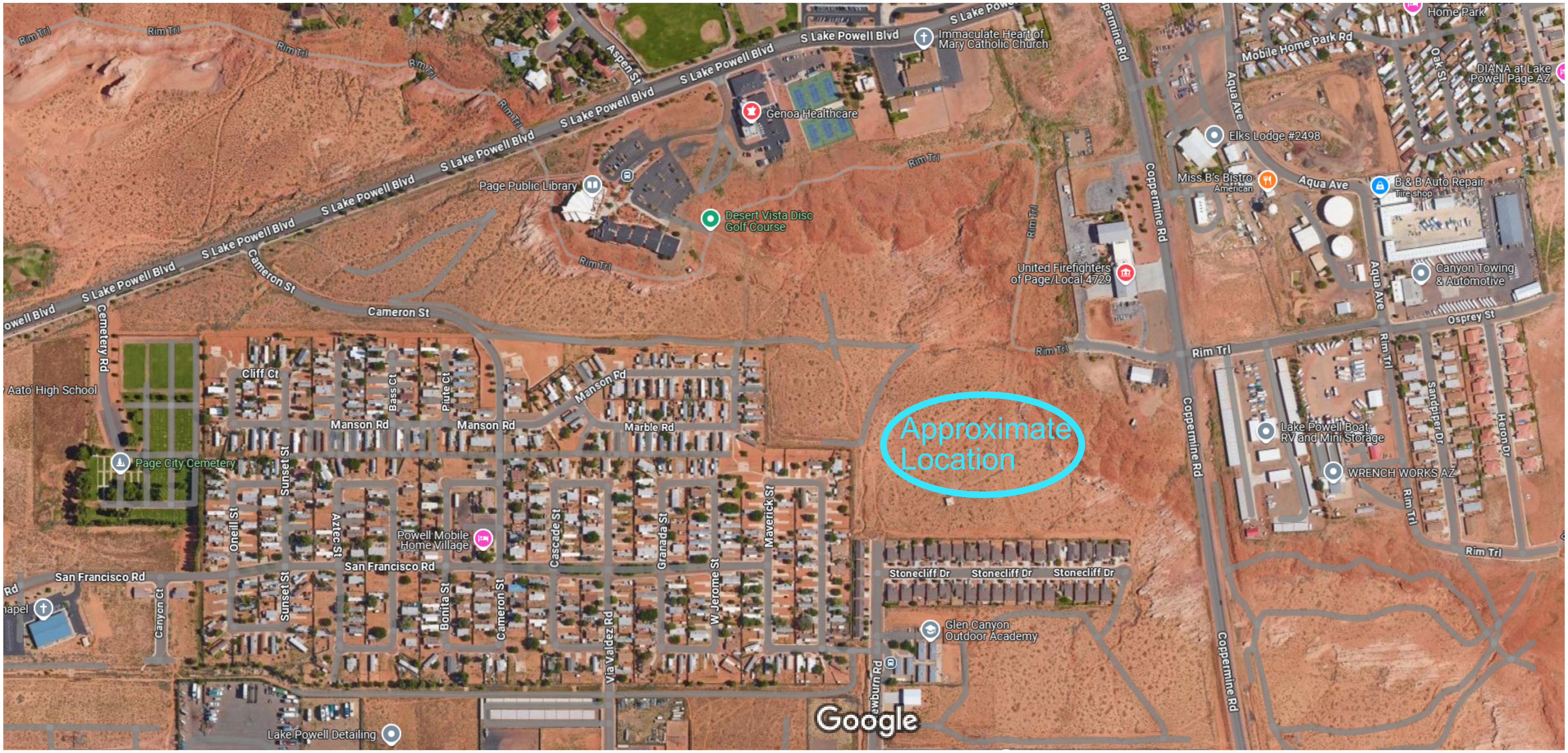
ALTERNATIVES CONSIDERED:
N/A

ADVISORY BOARD / COMMISSION ACTION:
N/A

Attachments

Approx Location

Google Maps



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