



**MEETING NOTICE
CITY OF PAGE
CITY COUNCIL**

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

**JANUARY 8, 2025
5:30 P.M.**

NOTICE OF PUBLIC MEETING AND AGENDA

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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Mayor Steven Kidman

Vice Mayor Mike Farrow

Councilor Amanda Hammond

Councilor Kenna Hettinger

Councilor David Auge

Councilor Tom Preller

Councilor Debi Roundtree

5. PRIORITY LIST

- 1.** City Council Strategic Priorities
None

- 2.** City Councilmembers Individual Priorities
None

6. MINUTES

- 1.** City Council Regular Meeting - December 4, 2024

7. CONSENT AGENDA

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

1. INFORMATION

- a.** Monthly Cash Allocation - October 2024
b. Parks and Recreation Advisory Board Minutes Oct 7 2024

2. MISCELLANEOUS ACTIONS

- a.** Tom Preller Resignation - Planning & Zoning Commission
b. Paul Meehan Resignation - Economic Development Advisory Board
c. Removal of Michaela Long - Youth Advisory Commission

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

2. Planning and Zoning Commission Appointment

3. Substance Abuse Task Force Appointment

12. UNFINISHED BUSINESS

1. Ordinance No. 736-25 - Land Sale Parcel 80106015 located on the corner of Coppermine Road and Osprey

2. Valco Commercial Properties Second Amendment

13. NEW BUSINESS

1. Presentation by Zion and Zion PR Firm

2. A Multi-Agency Mutual Aid Agreement

3. 50th Anniversary Logo Recognition

4. Future City Council Meetings Schedule

14. BID AWARDS

None

15. DEPARTMENTS

None

16. EXECUTIVE SESSIONS

1. EXECUTIVE SESSION

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

Amendment to Land Sale Agreement for Trebol Hospitality

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 portions of Parcels 80216009J and 80101014A

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 a portion of Parcel 80216009J - 12 Acre Parcel on Sand Hill Road

ADJOURN

FOR YOUR INFORMATION

Next Regular Meeting Wednesday, January 22, 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. Council Members of the City of Page City Council will attend either in person or by technological means. City Council may vote to go into Executive Session for the purpose of obtaining legal advice from the City Attorney on any item listed on the agenda, pursuant to A.R.S. 38-431.03 (A)(3). City Council may modify the agenda order, if necessary. This agenda may be subject to change up to 24 hours prior to the meeting.

Persons with disabilities should call 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 _____ am/pm in accordance with the statement filed by the City of Page City Council with the City Clerk.

CITY OF PAGE

By: _____
CITY CLERK'S OFFICE

PRIORITY LIST 5.1.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Council Strategic Priorities FY 23-27

Presented by:

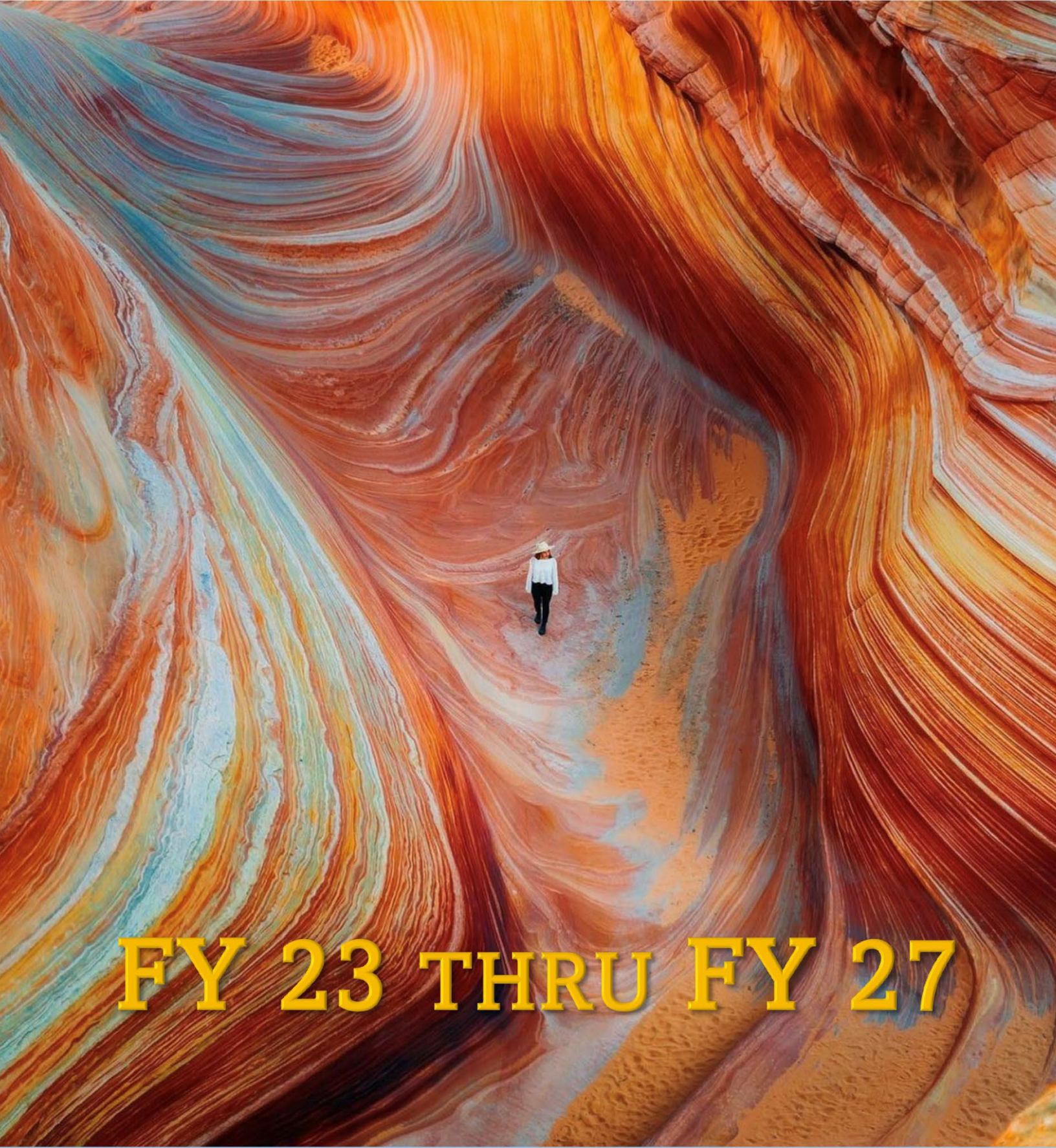
Subject:

City Council Strategic Priorities

None

Attachments

FY23-27 City Council Strategic Priorities



FY 23 THRU FY 27



STRATEGIC CITY COUNCIL PRIORITIES



Page City Council



Dave Auge



William Diak, Mayor



Brian Carey



John Kocjan, Vice Mayor



Richard Leightner



Kenna Hettinger



Mike Farrow



VISION & VALUES

VISION

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

VALUES

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



OBJECTIVE CRITERIA

Objective Criteria for Decision Making

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

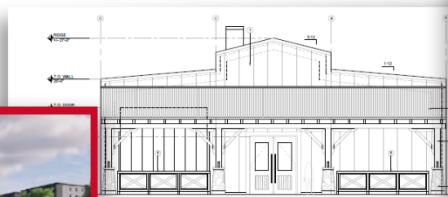


COMMUNITY DEVELOPMENT

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

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

- Objective 1.1** Continue partnership and communication with stakeholders regarding streetscape development from Vista Avenue to South Navajo Drive. Budget and implement downtown streetscape that will establish design as well as strategies and policies for development and identify implementation costs associated with development enhancement programs.
- Objective 1.2** Establish a revitalization plan for the central business district (Block 17).
- Objective 1.3** Identify City-owned properties that support medium and/or high density affordable housing and develop a plan to ensure infrastructure is available to these developable properties. Actively market to attract developers for affordable apartments, condominiums, and single-family homes.
- Objective 1.4** Foster development of moderately priced housing to accommodate workforce needs. Work with potential grant sources and community housing organizations to explore housing alternative and incentivize housing development.
- Objective 1.5** Promote and encourage attractive neighborhoods through City services, enforcement techniques, and compliance with City codes and regulations.
- Objective 1.6** Continue supporting the Arizona League of Cities and Towns on the issues related to vacation home rentals through representation with the legislature. Utilize Arizona State Law SB1168 by adopting an ordinance to regulate vacation home rentals.

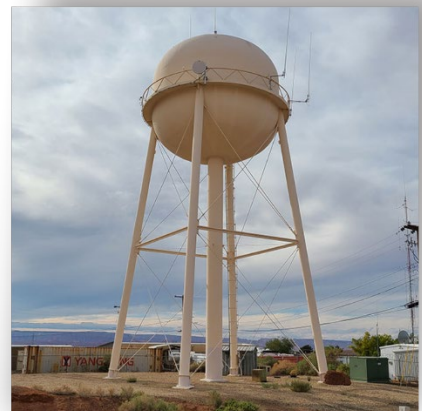


FISCAL STABILITY

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

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

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

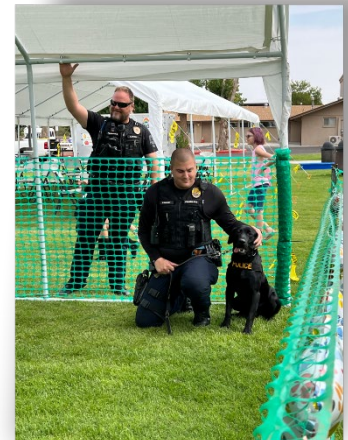


HIGH PERFORMING ORGANIZATION

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

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

- Objective 3.1** Recruit and retain a skilled workforce through training and skills development, utilizing most recent trends and best practices. Conduct a salary structure review.
- Objective 3.2** Continue to improve methods used by the City to communicate proactively and openly. Implement an event bulletin board and emergency event messaging.
- Objective 3.3** Update City website to keep content relevant and current for customer satisfaction, and optimize the use of technology to drive efficiency, productivity, and service.
- Objective 3.4** Review and implement necessary security measures throughout City-owned public facilities.
- Objective 3.5** Promote community involvement through the recruitment, retention, and engagement of volunteers and the support of local organizations and partners.
- Objective 3.6** Create a process to evaluate Council appointed positions.

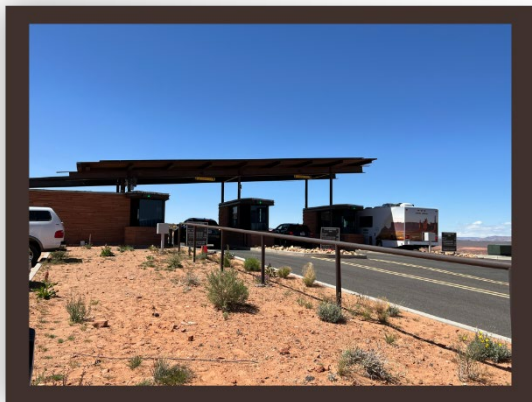


IMPROVING INFRASTRUCTURE

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

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

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



QUALITY OF LIFE

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

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

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

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

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

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

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



PRIORITY LIST 5.2.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Councilor Individual Priorities

Presented by:

Subject:

City Councilmembers Individual Priorities

None

Attachments

Individual Priorities

David Auge

Vision and Council Priorities:

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

Council Priorities

City of Page

By

Mike Farrow

- I) Smart and Balanced Growth of Page**
 - a. Enhance our infrastructure for Business Growth for Tomorrow and Beyond
 - b. Alignment of Business and City pursuits for future successes
 - c. Leverage City and Business Capabilities and Services for Page Citizens
 - d. Support efforts for a strong vision and objectives for Page citizens, businesses and services for balanced growth
- II) Community Engagement and Involvement**
 - a. Enhance communications to businesses and citizens
 - i. Frequent, relevant, timely and concise sharing of activities, situations, issues and challenges
 - b. Encourage, advertise, promote and challenge engagement and involvement in committees, task forces and work groups
 - i. Create more engagement opportunities
 - ii. Create more empowerment through education, orientations, mentoring, and training meetings
 - c. Encourage and support education, seminars and participation in training for enhancing engagement, and involvement programs for City employees, Council Members, work groups and task forces
- III) Page Safety and Security**
 - a. Establish, publish and maintain a City's Emergency Operations Plan
 - i. Involve mutual aid of City, County, State and Regional Services

- ii. Establish and maintain a regular EOP meeting, training and table top exercises
 - b. Establish and maintain a robust “Best in Class” Active Shooter Program for City, our critical infrastructure, schools, places of business, recreation and churches
 - i. Establish and maintain a community integration effort of Threat Management to stay ahead of threat concerns
 - c. Be actively involved and support our first responder services of Law Enforcement and Fire/Rescue Services and understand and assist in the challenges in supporting our first responders, citizens and visitors.
 - d. Identify and support Mental Health initiatives
- IV) Enhance Youth Opportunities**
- a. Our youth is our future and our opportunity to create structured learning cycles for their advancement.
 - b. Determine and provide greater trade skill learning opportunities
 - c. Empower our youth to support safe schools and choices
 - d. Provide more opportunities for youth to be involved in city and business pursuits
 - e. Continue to support enhanced structured and recreational activities
 - f. Be active and support our City’s Substance Abuse Task Force

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

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

I will treat others as I wish to be treated

Kenna Hettinger Individual Priorities

1. Strengthen Communication and Community Engagement

1.1 Centralize Information Distribution and Strengthen Transparency

- a. Improve the city website to be a single, reliable source of truth where citizens can confidently access all city-related information.
- b. Eliminate discrepancies in information by ensuring all city communications are accurate and unified.
- c. Provide clear and regular updates from city officials to build trust and confidence in local governance.

1.2 Foster Community Engagement

- a. Create opportunities for citizens to learn about local government operations and how to get involved.

2. Enhance Quality of Life Amenities

2.1 Develop an Aquatic and Recreation Center

- a. Prioritize the construction of an aquatic center and recreation facility designed to serve all age groups, from young children to seniors. It is crucial that this facility be carefully designed and built to the highest standards, as it will be the city's sole pool and a key community asset.

2.2 Maintain and Improve Parks and Trails

- a. Continue funding and support for parks and trails to ensure they remain well-maintained and enjoyable for all residents.
- b. Encourage active citizen participation in the Parks and Recreation Advisory Board meetings to gather ideas for future amenities.

3. Support Housing Development

3.1 Streamline Housing Development Processes

- a. Build on the previous council's efforts to simplify and expedite the processes for developers interested in residential projects.
- b. Collaborate with developers to address the housing needs of the community, ensuring the availability of quality housing to attract and retain skilled employees for all industries.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Council Regular Minutes - December 4, 2024

Presented by:

Subject:

City Council Regular Meeting - December 4, 2024

Attachments

Minutes 12 04 2024



PAGE CITY COUNCIL SPECIAL MEETING MINUTES December 4, 2024

A Special Meeting of the Page City Council was held at 5:00 p.m. on the 4th day of December 2024, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, and Councilors David Auge (via Zoom), Steven Kidman, Kenna Hettinger, Richard Leightner, and Mike Farrow were present. There was a moment of meditation. Mayor Diak led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

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.

MINUTES

City Council Regular Meeting on November 13, 2024

City Council Special Meeting on November 19, 2024

Motion made by Vice Mayor Kocjan to approve the Minutes. The motion was seconded by Councilor Leightner and passed unanimously upon a vote.

CONSENT AGENDA

INFORMATION

Page Utility Enterprises Board Minutes – September 9, 2024

Page Utility Enterprises Board Minutes – October 8, 2024

Page Utility Enterprises Board Minutes – Joint October 2, 2024

Library Advisory Board Minutes – Special October 24, 2024

MISCELLANEOUS ACTIONS

Amendment to Westwind Airport Lease

Monthly Cash Allocation Comparison – September 2024

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

NEW BUSINESS

Presentation of Appreciation Awards to Outgoing City Councilmembers

Chris Fetzer from NACOG presented an award to Mayor Diak.

Presentation of Awards to John Kocjan, Richard Leightner, and Mayor Diak.

Oaths of Office for Newly Elected City Councilmembers

Clerk administered Oaths of Office to newly elected Mayor Steven Kidman, Councilors Amanda Hammond, Debra Roundtree, and Tom Preller.

Page City Council Special Meeting - December 4, 2024

Mayor Diak introduced the new City Council and invited them to the Dais. The outgoing City Council stepped down from the Dais.

Roll Call

Mayor Steven Kidman presided. Councilors David Auge (via Zoom), Kenna Hettinger, Mike Farrow, Amanda Hammond, Debra Roundtree, and Tom Preller were present.

Appointment of Vice Mayor

Motion was made by Mayor Kidman to appoint Councilor Farrow to the office of Vice Mayor for a term ending November 2026. The motion was seconded by Councilor Preller.

Mayor Kidman asked Councilor Farrow if he would accept the appointment and Councilor Farrow agreed.

Councilor Farrow recused himself from voting.

The motion passed unanimously upon a vote by all voting members.

ADJOURN

The meeting was adjourned at 5:23 p.m.

Cindy Scott
City Clerk

Steven R. Kidman
Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 4th day of December 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of January 2025

Cindy Scott
City Clerk

CONSENT AGENDA 7.1. a.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Monthly Cash Allocation - October 2024

Presented by: Darren Coldwell

Subject:

Monthly Cash Allocation - October 2024

Attachments

October Cash Allocation

CITY OF PAGE

MONTHLY CASH ALLOCATION COMPARISON

			Sep-24	Oct-24
01-1110200		LGIP - GENERAL SAVINGS ACCT	17,352,773.60	17,745,523.01
01-1110250		US BANK - GENERAL SAVINGS ACCT	8,770,330.56	8,735,282.63
01-1110350		XPRESS DEPOSIT ACCOUNT	50.00	0.00
01-1110700		BMO CASH A/P CHKNG (COMBINED)	4,610,997.04	3,886,054.43
01-1110800		BMO CASH P/R CHKNG (COMBINED)	499,489.93	468,262.95
12-1110600		EMERG RESERVE-U.S. BANK ACCT	11,836,832.14	11,789,529.34
15-1120300		LGIP - HURF SAVINGS ACCT	1,714,952.44	1,786,066.16
32-1120500		BMO JCEF SAVINGS ACCOUNT	11,761.76	12,063.08
45-1110700		HSB CHECKING ACCOUNT	7,714,067.50	8,168,480.77
45-1110800		HSB INVESTMENT ACCT-US BANK	4,224,610.83	4,207,731.86
72-1120800		BMO -FIRE PENSION SAVINGS	31,871.53	34,790.92
72-1121100		FIRE PENSION-INVESTMENT ACCT	596,435.81	588,467.99

57,364,173.14

57,422,253.14

FUND	Sep-24	Oct-24
10	29,313,531.24	29,427,732.35
12	11,538,067.68	11,490,764.88
15	926,295.28	997,058.73
16	38,730.96	38,917.31
20	0.00	0.00
25	277,899.87	281,854.05
32	11,431.98	11,737.58
33	14,156.62	15,396.97
34	3,301.28	3,301.28
36	48,681.77	51,942.77
40	7,392,532.31	6,827,637.69
45	3,955,365.44	4,179,572.93
46	2,843,648.19	2,877,634.38
48	518,393.40	709,443.54
50	-6,630.13	-3,891.75
51	-3,429.49	-1,835.52
52	-1,400.77	-382.35
55	-435,440.13	-404,843.22
57	328,405.73	327,891.22
72	594,981.39	586,669.78

57,358,522.62

57,416,602.62

CONSENT AGENDA 7.1. b.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Parks and Recreation Advisory Board Minutes Oct 7 2024

Presented by:

Subject:

Parks and Recreation Advisory Board Minutes Oct 7 2024

Attachments

PRAB Minutes 10072024



**PAGE PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
October 7, 2024**

A Regular Meeting of the Page Parks and Recreation Advisory Board was held at 5:30 p.m. on the 7th day of October 2024 in the Council Chambers at City Hall in Page, Arizona. *Chair Ermenia Tenpenny presided, *Vice-Chair Victoria Redshirt, and Members: *Shannon Garrison, *Ron Watson, *Cody Woods, *Paul Baughman and *Shelly Johnstone were present. City Council Liaison Kenna Hettinger was present (virtual).

*indicates members present for voting purposes, unless otherwise indicated.

Staff members present: Park Maintenance Manager Dwayne Richard, Park Maintenance Justin Aronoff, City Clerk Cindy Scott, and Recreation Manager Dakota Richardson.

CALL TO ORDER

Chair Tenpenny called the meeting to order at 5:30 PM.

MINUTES

Parks and Recreation Advisory Board Regular Meeting - August 7, 2024

A motion was made by Member Baughman to approve the August 7, 2024, Regular Meeting Minutes. The motion was seconded by Member Johnstone and passed by all members present.

HEAR FROM THE CITIZENS

Kristie Allen – Would like the Board to consider helping the 4H Club to purchase a Greenhouse.

REPORTS/PRESENTATIONS

Economic Development Director Update

None

Event Department Update

None

Recreation Department Update

None – The Recreation Manager was not at the meeting at this time. He spoke after the Parks and Trails Manager.

Member Garrison joined the dais at 5:40.

Park and Trails Manager Update

Park and Trails Manager Dwayne Richard gave an update on the dog park. The new fiber is coming in for the playground equipment. Eight light bulbs were replaced at the basketball court. A new canopy was installed at the city park. The rim trail had several washed-out areas and was repaired from the rain damage. New sand and fencing were installed at Annex Park. We've been helping with the event department for set up and tear down. We will start hanging Christmas lights ASAP so we can have them all up by Thanksgiving.

Member Wood asked why the softball tournament was canceled.

Recreation Manager Dakota Richardson joined the meeting at 5:42

Recreation Department Update

Recreation Manager Dakota Richardson gave an update on the recreation activities for September.

Basketball will be starting in November; we're bringing back cornhole nights, soccer camps, a home run derby, and the Glen Canyon Academy soccer team.

The softball tournament coordinator did not meet the terms.

UNFINISHED BUSINESS

Discussion Pertaining to the FY25-26 Parks and Recreation Advisory Boards New Projects

Vice-Chair Redshirt updated the Board on the splash pad and expressed concerns about the girls' bathroom sinks at the sports complex.

NEW BUSINESS

Discussion and Possible Action Pertaining to the Concept of the Recreation Center at the Pera Club.

City Clerk Cindy Scott said the city is still gathering information on how to use the space.

Councilor Hettinger provided information on the Pera Club building from the council. The Council agreed to make the Pera Club into a Recreation Aquatic Center, and the Youth Advisory Board and other Boards can give their input on the Pera Club.

Debra Rountree suggested that the Pera Club should be a place for weddings, conventions, and recreation centers and that the citizens should be able to advise what happens there.

The Vice Chair, Councilor Kojan, provides information on what he wants to see at the Pera Club.

Vice-Chair Redshirt discussed sending a second survey for the Recreation Center and holding a work session at the Pera Club.

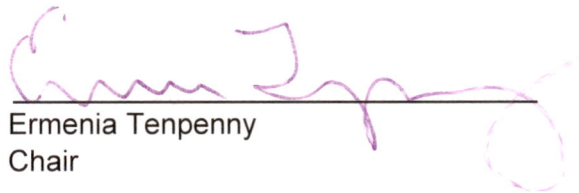
The Board continued to discuss the Pera Club

ADJOURN

Chair Tenpenny adjourned the meeting at 6:19 p.m.



Community Engagement
Department



Ermenia Tenpenny
Chair

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Page Parks and Recreation Advisory Board, held on the 7th day of October 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 18th day of November 2024.



Community Engagement
Department

CONSENT AGENDA 7.2. a.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Tom Preller Resignation - Planning & Zoning Commission

Presented by:

Subject:

Tom Preller Resignation - Planning & Zoning Commission

CONSENT AGENDA 7.2. b.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Paul Meehan Resignation - Economic Development Advisory Board

Presented by:

Subject:

Paul Meehan Resignation - Economic Development Advisory Board

CONSENT AGENDA 7.2. c.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Removal of Michaela Long - Youth Advisory Commission

Presented by:

Subject:

Removal of Michaela Long - Youth Advisory Commission

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Board Liaisons Report

Presented by:

Subject:

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

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



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

BOARDS & COMMISSIONS 11.2.

City Council Regular Agenda

Meeting Date: 01/08/2025
Brief Title: Planning and Zoning Commission Appointment
Presented by: Steven Kidman
Department: City Clerk
Action: Motion

RECOMMENDED ACTION:

Motion to appoint Kelly Pullins to the Planning & Zoning Commission with a term ending June 30, 2025

BACKGROUND:

There is one (1) vacancy on the Planning & Zoning Commission. The City has received one (1) request from Kelly Pullins to join the Planning & Zoning Commission.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Board Appointment



City of Page | Board Appointment Application

* Required field

Date: *

12/18/2024

Personal Information:

First Name: *

Kelly

Last Name: *

Pullins

Street Address: *

[REDACTED]

P.O. Box: *

[REDACTED]

City: *

Page

State: *

AZ

Zip: *

86040

Home Phone: *

[REDACTED]

Work Phone:

[REDACTED]

Fax:

Email Address: *

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

Advisory Boards and Commissions:

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

City Authorities

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

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

I am applying for this position on the Planning and Zoning board because I am a big believer in community involvement and community growth is a big concern I have for the future of Page.

Questionnaire for Board Candidates:

Board(s) for which you are applying:

I am applying for a position on the Planning and Zoning board.

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

I was born and raised in Page, and I am currently raising 4 children right here in Page. I own and operate 3 small businesses in Page. I would like to see positive growth in Page overall and believe that starts by getting involved.

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

I hope to see a better relationship in the future with communication about up and coming projects and interests that may arise.

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

By joining this board I hope to strengthen the relationship between the City and business owners, as well as help steer Page towards positive growth. I don't believe I have "new" ideas to help our town in the customer service area, however I do think we have more resources than most business owners are aware of and I would like to get more businesses involved in using these resources, specifically classes and resources our Community College offers.

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

The positive aspect of being on this board would be the opportunity to help our community grow in a direction that benefits everyone. The potential negative to this board would be the natural resistance to change and concerns about preserving our small town.

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

I think I should be considered for this board because I have a lot to offer as a versatile business owner that runs different types of businesses that all have different types of needs that I must figure out how to fulfill as an owner. I am as also a involved community member and parent that gets out in the community to volunteer, listen to needs and concerns and finally gage on how to act on what I can change.

Demographic Information:

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

Age:

Gender:

Ethnicity:

CITY OF PAGE BOARD INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Kelly Pullins

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

Signed On: 12/18/2024



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

BOARDS & COMMISSIONS 11.3.

City Council Regular Agenda

Meeting Date: 01/08/2025
Brief Title: Substance Abuse Task Force Appointment
Presented by: Steven Kidman
Department: City Clerk
Action: Motion

RECOMMENDED ACTION:

Motion to appoint Madison Kavaia to the Substance Abuse Task Force with a term ending June 30, 2025.

BACKGROUND:

There are two (2) vacancies on the Substance Abuse Task Force. The City has received one (1) request from Madison Kavaia to join the Substance Abuse Task Force.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

Board Appointment



City of Page | Board Appointment Application

* Required field

Date: *

12/18/2024

Personal Information:

First Name: *

Madison

Last Name: *

Kavaiya

Street Address: *

[REDACTED]

P.O. Box: *

[REDACTED]

City: *

Page

State: *

AZ

Zip: *

86040

Home Phone: *

[REDACTED]

Work Phone:

[REDACTED]

Fax:

Email Address: *

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

Advisory Boards and Commissions:

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

City Authorities

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

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

I have spent my young adult life preparing myself to help people. I spent 4 years at California State University San Bernardino studying psychology. I graduated this past May. I spent 2 years working as a Mentor for high school freshman. Prior to my relocation to Page I briefly worked with the San Bernardino- Riverside County San Manuel Mental Health Clinic as a peer provider. My life goal is to make a difference in the community I live in.

Questionnaire for Board Candidates:

Board(s) for which you are applying:

Substance Abuse Task Force

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

My name is Madison Kavaia. I'm a college graduate with a degree in psychology. Mental health is something I hold close to my heart for numerous reasons. When dealing with any issue in life I believe we can draw it back to a psychological or physiological cause. I've seen programs implemented in areas where I've previously lived and worked. I want to partake in the developmental establishment of these programs by applying psychological research findings to help promote the best possible outcomes and provide the most benefits for those struggling with substance abuse.

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

I believe this task force should have a healthy line of communication with the City Council. After all the Substance Abuse Task Force is an extension of the voice of the City Council because members are appointed by City Council. Therefore members should remain mindful about the ideology of City Council members because they are elected by the people of Page and speak for the people of Page.

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

I hope to reduce substance abuse addiction specifically focusing on parents with substance abuse issues and people with criminal records. These two demographics would be my main focus because children are the future, and creating a stable home environment is crucial. Also, there are high correlations between those with a criminal record and substance abuse. I want to analyze new data provided by more recent psychological studies in order to assess whether programs would be truly beneficial before allocating city resources to these programs. I feel as though my background in psychology will allow me to properly assess whether or not studies are conducted ethically and appropriately. Also, it will allow me to assess whether or not the demographic of the study is appropriate to compare to the demographic of the city of Page.

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

A positive if I were to be appointed to this task force is my youth. Some people might not take me seriously despite my level of professionalism. However, my young perspective is something I believe to be a great value. A negative issue I foresee if I were to be appointed to this task force is my lack of ability to say "I know what this feels like" or "I understand how you're feeling". I personally have never struggled with substance abuse nor do I have any immediate family members that have struggled with substance abuse. At times, people only want to hear from those who directly understand the struggle in which they are talking about.

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

This task force would be a good fit for me because I'm an outgoing person who is not afraid to be wrong. If a decision I support is something other members of this task force would not support. I am open to changing my mind if provided with good reasoning. I do not think it is wise to push aside the ideas of others in order to pursue my own ideologies. Therefore, I think I would fit cohesively in this task force because my main goal is to improve the lives of those struggling with substance abuse.

Demographic Information:

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

Age:

Gender:

Ethnicity:

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

Madison June Kavaia

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

Signed On: 12/18/2024



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

UNFINISHED BUSINESS 12. 1.

City Council Regular Agenda

Meeting Date: 01/08/2025
Brief Title: Ordinance 736-25: Land Sale - Scott
Presented by: Josh Smith, City Attorney
Department: City Attorney
Action: Ordinance

RECOMMENDED ACTION:

Clerk to introduce Ordinance 736-25 by title only.

Move to adopt Ordinance 736-25.

BACKGROUND:

This ordinance and accompanying contract completes the land sale to Kane Scott as directed by Council. Mr. Scott will build a bowling center on the property.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: 24-25
Budget Impact:
\$78,500 revenue

Attachments

Ordinance
Contract

ORDINANCE NO. 736-25

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

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

WHEREAS, after appropriate publication of notice, Kane Scott or assigns (hereinafter "Buyer") desires to purchase the real property described in the Agreement for Purchase of Real Estate, subject to the terms and conditions of said Agreement, for the sum of \$78,500.00; and

WHEREAS, A.R.S. § 9-802 allows a City to adopt a public record by ordinance.

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

Section 1. The Agreement for the Purchase of Real Estate attached hereto as Exhibit 1 and incorporated herein by reference, is hereby declared a public record. A minimum of one paper copy and one electronic copy of Exhibit 1 shall be maintained in compliance with A.R.S. § 44-7041 in the office of the City Clerk and shall be available for public inspection during normal business hours.

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

Description of property:

Approximately 2.3 acres of real property located on northeast corner of Coppermine and Osprey in the City of Page, Coconino County, Arizona, more particularly described in Exhibit 1.

Sales Price:

The purchase price shall be the average of the appraisals obtained; \$78,500.00, plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and seller's legal publication costs.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE:

The terms and conditions of the attached Agreement for the Purchase of Real Estate are hereby approved and the Mayor is authorized to execute the Agreement and all necessary land sale documents.

This Ordinance is effective thirty (30) days from its adoption.

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

Ayes	_____
Nays	_____
Abstentions	_____
Absent	_____

CITY OF PAGE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

**EXHIBIT ON FILE AT:
PAGE CITY CLERK'S OFFICE
697 VISTA AVE., PAGE, AZ**

AGREEMENT FOR THE PURCHASE OF REAL ESTATE

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

1. Definitions.

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

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

Buyer: KANE SCOTT OR ASSIGNS

Telephone:

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

Date of this
Agreement: The _____ day of _____, 2025.

Property: That certain real property located in the City of Page, Coconino County, Arizona, identified as Coconino County Assessor's Map Parcel No: 80106015, more particularly described as:

See Exhibit A

Purchase
Price: The Purchase Price for the Property shall be Seventy Eight Thousand Five Hundred Dollars and No Cents (\$78,500.00), plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller's legal publication costs incurred herein.

Closing

Date: The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond January 31, 2026, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

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

3. Purchase Price.

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

3.2 Upon Buyer's execution hereof, Buyer shall deposit Seven Thousand Five Hundred Dollars (\$7,500.00) with Escrow Agent as earnest money hereunder. All earnest money deposited shall be credited at the Closing Date toward the Purchase Price.

3.3 On or before the Closing Date, Buyer shall tender to Seller one hundred percent (100%) of the purchase price.

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

4. Information/Delivery Items.

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

4.2 Entry on Property: Buyer and its authorized representatives and agents have been provided access to the Property for the purpose of making such examinations, test investigations, surveys, inquiries or other inspections including, but not limited to, hydrological, topographical, traffic and engineering studies and reports, tests, borings and analysis of the soils and water (including subsurface conditions),

investigation of the availability and quality of access, utilities, water and sewer to the Property, and to otherwise inspect the general condition of the Property as may be necessary to satisfy Buyer that the Property is suitable for Buyer's intended development. The cost of all such examinations or investigations is the responsibility of Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury, or expense arising out of or related to claims of injury to persons or property, or claims of lien for work or labor performed, or materials or supplies furnished as a result of the exercise of Buyer's right of entry hereunder.

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

5. Contingencies.

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

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

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

6. Obligations, Representations and Warranties.

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

- (a) Seller will comply with all provisions of Paragraph 4, above;
- (b) Prior to the Closing Date, assuming all necessary governmental approvals have been obtained and all terms of this Agreement have been fulfilled, Seller shall deposit with Escrow Agent a Deed and related Affidavit of Real Property Value (if needed), duly executed by Seller in proper form for recording;
- (c) All risk of loss is Seller's until the Property is conveyed to Buyer in accordance herewith. In the event of material loss or damage to the Property, Buyer may cancel and terminate this Agreement and receive a refund of all earnest Money deposited;
- (d) No default or breach exists under any covenant, condition, restriction, right-of-way or easement affecting the Property, or any portion thereof, which is to be performed or complied with by the owner of the Property, and Seller has no knowledge of any fact or condition which would constitute such default or breach;
- (e) No actions, suits, proceedings or investigations are pending or, to the knowledge of Seller, threatened against or relating to the Property in any court or before any governmental department or agency, and Seller has no knowledge of any basis for any such action, suit, proceeding or investigation;
- (f) No person, firm, or other entity has any right or option to acquire the Property or any portion thereof or any interest therein, superior to the rights of Buyer herein, and Seller will take no action prior to the close of escrow hereunder which will adversely affect the rights of Buyer hereunder or adversely affect the ability of Seller to perform hereunder, provided, however, Seller and Buyer understand that the effectiveness of this Agreement may be determined by a referendum vote, provisions of the Page City Code pertaining to land sales, and subject to the provisions of Paragraph 8.4;
- (g) The Property will be conveyed and exclusive possession thereof delivered by Seller to Buyer at the close of escrow in the same condition it is in as of the date of Buyer's execution of this Agreement, natural wear and tear and Buyer's testing excepted;
- (h) There are not, and shall not be at closing, any leases or rental agreements affecting the Property, not previously disclosed in writing, or any rights of possession thereof;

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

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

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

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

6.3 Buyer acknowledges and agrees that Buyer is purchasing the Property in "As-Is" condition without expressed or implied warranties of any kind, and that Buyer is relying wholly on Buyer's own judgment with respect to the suitability and condition of the Property.

7. Conditions of Sale.

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

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

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

8. Conditions to Closing.

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

- (a) Satisfaction or waiver of all contingencies set forth in Paragraph 5.1.
- (b) Performance of all obligations of Seller set forth in Paragraph 6.1.
- (c) Issuance by Pioneer Title or the licensed insurer for which it is agent to or for the benefit of Buyer of an owner's title insurance policy showing fee simple title to the Property in Buyer subject only to those printed exceptions customarily contained in such policies and those encumbrances, restrictions, reservations, exceptions, stipulations, conditions and requirements approved by Buyer pursuant to Paragraph 5.1.
- (d) Buyer, at Buyer's sole expense, shall apply for and obtain all necessary approvals for the development of a bowling center. City shall have taken final action to approve all of the entitlements required for Buyer's construction of the bowling center, subject only to terms and conditions reasonably satisfactory to Buyer. All of the entitlements shall have become final and non-appealable, and all of the entitlements shall remain in full force and effect as of the closing in accordance with their respective terms.

The foregoing conditions are solely for the benefit of Buyer. At any time or times on or before the date for the satisfaction or waiver of each condition, at Buyer's election in its sole and absolute discretion, Buyer may waive any of the foregoing conditions by written notice to Seller. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Buyer are neither fulfilled nor waived in writing by Buyer within the time provided in this Agreement, Buyer, at its election in its sole and absolute discretion, by written notice to Seller, may terminate this Agreement, receive Buyer's earnest money less Seller's publication costs, and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement.

8.2 Seller's obligation to sell the Property shall be conditioned expressly upon the fulfillment to Seller's satisfaction (as determined by Seller in its sole and absolute discretion) of each of the following conditions precedent within the time periods specified in this Agreement:

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

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

(c) If required by applicable regulations, Buyer shall submit and obtain an approved final plat for the subdivision of the Property. All costs to obtain said approvals shall be borne by Buyer, however Buyer shall not be required to reimburse the City for any time spent by internal City staff or counsel other than as set forth in the City's fee schedule.

(d) Buyer shall have provided evidence reasonably satisfactory to Seller that Buyer has obtained financing commitments sufficient to accomplish the construction of the project and related infrastructure and that such funds shall be, effective as of closing, committed for such purpose. In this regard, it is understood that Buyer will require Seller's approval of Seller's Closing Condition prior to Buyer's closing of its loan for construction of the improvements. Seller's approval of Buyer's evidence of financing shall not be unreasonably withheld or conditioned. Seller agrees to approve or disapprove Buyer's evidence of financing within twenty (20) days after Buyer's submittal of same. Any disapproval shall be in writing and shall state the reasons for disapproval and the required changes to obtain such approval. Upon receipt of a disapproval by Seller Buyer shall resubmit its evidence of financing and Seller agrees to approve or disapprove Buyer's revised/amended submittal within fifteen (15) days after Buyer's submittal.

(e) Buyer shall have obtained sitewide grading and drainage permits for the bowling center development, including required permits for the construction of underground utilities, and any other permits required from a governmental agency having jurisdiction over the property which are required for the commencement of construction of the necessary infrastructure.

The foregoing conditions are solely for the benefit of Seller. At any time or times on or before the date for the satisfaction or waiver of each condition, at Seller's election in its sole and absolute discretion, Seller may waive any of the foregoing conditions by written notice to Buyer. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Seller are neither fulfilled nor waived in writing by Seller within the time provided in this Agreement, Seller, at its election in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement. In the event of termination pursuant to this Paragraph 8.2, the earnest money shall be returned to Buyer.

8.3 Each party shall exercise commercially reasonable diligence in an effort to satisfy the Closing Conditions as expeditiously as possible after the date of this

Agreement. Each party shall cooperate with the other party in the other party's efforts with respect to the satisfaction of the conditions.

8.4 The parties acknowledge and agree that Seller has executed this Agreement in its proprietary capacity as owner of the Property, and that nothing in this Agreement binds or otherwise obligates the City of Page in the exercise of its regulatory authority. Specifically, and without limiting the foregoing, nothing in this Agreement obligates the Page Planning Commission or the Page City Council to approve any development plans or other requests, or obligates City staff as to their analyses, reports, recommendations or any other staff functions or duties relating to the proposed project.

9. Failure to Close/Earnest Money.

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

9.2 In the event Seller refuses, fails, or is unable to satisfy its obligations hereunder, the sole remedy of Buyer is the return of earnest money deposited hereunder. This Agreement and the escrow established hereby shall be terminated. In such event any earnings gained on the earnest money deposit, as provided under Paragraph 3.4, shall be delivered to Buyer.

9.3 In the event all contingencies or conditions to closing reserved for Seller's benefit have been satisfied or waived and Seller has tendered complete performance on or before the Closing Date, and Buyer is not entitled to terminate this Agreement, but Buyer nevertheless refuses or fails to close the transaction contemplated hereby in accordance with the terms of this Agreement, then Seller shall make a written demand of Buyer to perform and close this Agreement. If Buyer does not do so within five (5) days after receipt of such demand, this Agreement shall be deemed breached, and Seller may elect one or more of the following remedies: (i) terminate this Agreement whereby all of the earnest money deposited hereunder shall be paid to Seller and the Escrow established hereby, (ii) institute legal proceedings against Buyer for specific performance of Buyer's obligations hereunder, and/or (iii) pursue any other remedies available at law or in equity including, without limitation, suit for damages or other alternative relief.

10. Closing Date.

Buyer and Seller shall pay all monies, execute and deposit all documents, and complete all other obligations required hereunder in order to consummate the purchase and sale of the Property on or before the Closing Date. On, or as soon as practical following the Closing Date, Escrow Agent shall record all necessary documents and

otherwise accomplish the provisions hereof so as to close the transaction contemplated hereby (herein sometimes referred to alternatively as the "closing" or "close of escrow").

11. Taxes, Assessments, Prorations.

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

11.2 All appraisal costs, survey fees, escrow fees, and recording fees shall be paid by Buyer. Buyer shall pay all fees and premiums with respect to issuance of preliminary title reports, title insurance commitments and the owner's title insurance policy to be issued to Buyer, all as provided herein.

12. Nomination.

Buyer may only assign its rights under the Purchase Agreement with the prior written consent of the Seller, which consent will not be unreasonably withheld.

13. Escrow Instructions.

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

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

14.2 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto, nor shall this Agreement create or confer any benefit with rights or provide to third parties any claim or right of action under this Agreement.

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

14.4 If any term or provision of this Agreement is determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but

such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.

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

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

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

14.8 For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument.

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

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

15. Conflict of Interest.

15.1 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 by reference.

SELLER:
CITY OF PAGE

BUYER:
KANE SCOTT OR ASSIGNS

By: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

Pioneer Title Agency, Inc.

BY: _____

EXHIBIT A

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 16-C, SECTION 32, OF THE PAGE TOWNSITE; THENCE ALONG THE ARIZONA DEPARTMENT OF TRANSPORTATIONS EAST RIGHT OF WAY LINE OF HIGHWAY 98.

- (1) SOUTH $8^{\circ}54'52''$ EAST 371.27 FEET TO A POINT; THENCE
- (2) NORTH $81^{\circ}05'09''$ EAST 305.62 FEET TO A POINT; THENCE
- (3) NORTH $18^{\circ}40'45''$ WEST 376.69 FEET TO A POINT, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 16-C OF SECTION 32; THENCE
- (4) SOUTH $81^{\circ}05'08''$ WEST 241.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.332 ACRES, MORE OR LESS.

EXCEPTING AN EASEMENT FOR ROADWAY PURPOSES OVER THE SOUTHERLY 30 FEET, ALSO EXCEPTING AN EASEMENT FOR WATER LINE PURPOSES OVER THE WESTERLY 20 FEET, ALSO EXCEPTING AN EASEMENT 50 FEET WIDE FOR WATER LINE PURPOSES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 181.1 FEET (ALONG SAID EAST HIGHWAY RIGHT OF WAY LINE) NORTHWESTERLY FROM THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE

- (A) NORTH $63^{\circ}00'00''$ EAST 273.4 FEET MORE OR LESS TO THE EAST PROPERTY LINE.

ALSO EXCEPTING AN EASEMENT FOR POWERLINE PURPOSES 16 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 77.8 FEET WESTERLY OF THE NORTHEAST CORNER ALONG THE NORTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY AND EXTENDING SOUTHEASTERLY TO A POINT ON THE EASTERLY PROPERTY LINE BEING 176.0 FEET NORTHERLY OF THE SOUTHEAST CORNER, ALONG THE EASTERLY PROPERTY LINE.



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

UNFINISHED BUSINESS 12. 2.

City Council Regular Agenda

Meeting Date: 01/08/2025

Brief Title: Valco Commercial Properties Second Ammendment

Presented by: Josh Smith, City Attorney

Department: City Clerk

Action: Motion

RECOMMENDED ACTION:

Move to approve the Second Amendment to the agreement for the purchase of real estate by Valco Commercial Properties, LLC and authorize the Mayor to sign.

BACKGROUND:

See attached.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Attachments

2nd Amendment Valco

SECOND AMENDMENT TO AGREEMENT FOR THE PURCHASE OF REAL ESTATE

This Amendment is effective the 1st day of September, 2024, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Valco Commercial Properties, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 26th day of April, 2023; and

Whereas, the parties now desire to amend the Agreement for a second time as set forth herein.

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:

AGREEMENT

1.Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about April 26, 2023, including all prior amendments, are hereby incorporated by reference into this Second Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement as if each were again fully set forth verbatim herein.

2."Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond April 15, 2025, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

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IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

VALCO COMMERCIAL PROPERTIES, LLC

BY: _____
Mayor

By:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.1.

City Council Regular Agenda

Meeting Date: 01/08/2025
Brief Title: Presentation by Zion and Zion PR Firm
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Other

RECOMMENDED ACTION:

The City Council requested that staff bring an outside firm in to review the City's current marketing approach and its communication with Page residents. The staff interviewed five different PR firms located in the valley. After a detailed search, the staff chose Zion and Zion to help with the audit.

BACKGROUND:

Staff and City Council have been concerned with outreach to residents about what is happening in the city. The city has introduced several new programs to inform the citizens, including updated websites, mass texts, and phone calls, emails for upcoming meetings, and a new monthly magazine. The City Council understands that there is much that goes on behind the scenes that is confidential, which makes it hard to share much of the potential development or changes coming to the city. Zion and Zion were selected to help staff realize potential areas where they could improve and make recommendations for new public outreach. They also were asked to review our national marketing efforts and see if there were areas of weakness or areas we could improve our marketing. The presentation is their findings after reviewing all materials.

ALTERNATIVES CONSIDERED:

N/A

ADVISORY BOARD / COMMISSION ACTION:

N/A

Fiscal Impact

Fiscal Year: 50K

Amount Requested: 50K

Line Item(s): N/A

Budget Impact:

This is a budgeted item for this fiscal year.



**CITY OF PAGE
REQUEST FOR COUNCIL ACTION**

NEW BUSINESS 13.2.

City Council Regular Agenda

Meeting Date: 01/08/2025
Brief Title: A Multi-Agency Mutual Aid Agreement
Presented by: Darren Coldwell, City Manager
Department: City Manager
Action: Motion

RECOMMENDED ACTION:

Move to approve the Intergovernmental Agreement for Mutual Aid and authorize the Mayor to sign.

BACKGROUND:

Staff has worked hard to reach a working agreement with all the mentioned agencies in our area. This document will give Law Enforcement the ability to call on other agencies for mutual aid or assist other agencies in case there is a need for help during a major incident.

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 is no fiscal impact for this agreement.

Attachments

Kane County MOU

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID IN LAW ENFORCEMENT

This Intergovernmental Agreement ("IGA") is made as of October 18, 2024 (the "Effective Date") by and between Coconino County, Kane County, Kanab City, Town of Fredonia, City of Page, and Town of Big Water, pursuant to authority granted to each entity under A.R.S. § 13-3872, and U.C.A. § 11-13-201 *et. seq.*

WHEREAS, the Kane County Sheriff's Office of Kane County in the State of Utah; the Coconino County Sheriff's Office of Coconino County in the State of Arizona; Kanab City, Utah; the Town of Fredonia, Arizona; the City of Page, Arizona; and the Town of Big Water, Utah through the Marshal desire to enter into this mutual aid agreement with respect to law enforcement as authorized by Arizona Revised Statutes 13-3872 and 13-3875.01(F), and 11-952, and by Utah Code Sections 11-13-201 *et. seq.*; and

WHEREAS, the aforementioned departments, public agencies, cities, towns, and counties are experiencing increased common problems in those area adjoining their contiguous borders which require mutual cooperation between such cities, towns, counties, public agencies, and departments; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily assist each other in the event of disasters or emergencies by the interchange of law enforcement services and facilities, to cope with the problem of the emergency protection of life and property; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on an interstate basis; and

WHEREAS, this agreement for mutual aid does not create an interlocal or intergovernmental entity; and

WHEREAS, it is the purpose of this agreement to permit the aforementioned state and local governmental units to make the most efficient use of their powers by enabling them to cooperate with governmental units of other named states on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, the parties hereto in consideration of the matters and things hereinafter set forth hereby agree as follows:

SECTION 1. Definitions

- a) "Party" means each of the governmental entities named in the preamble hereinabove or such entities acting by their respective law enforcement agencies if the context so requires.
- b) "Requesting Party" means any party requesting law enforcement assistance from any other Party.

- c) "Assisting Party" means any Party rendering law enforcement assistance to a Requesting Party.
- d) "Chief Law Enforcement Officer" means that person who is a "department or agency head with peace officer jurisdiction, or his duly authorized representative having the primary responsibility for law enforcement within the jurisdiction or territory," whether designated by appointment or election.

SECTION 2. Purpose.

The purpose of this agreement is to obtain maximum efficiency in cooperative law enforcement operations through mutual aid and assistance within each Party's jurisdiction pursuant to the prior consent herein given by the Chief Law Enforcement Officer and Governing Body of that Party.

SECTION 3. Consent to Extension of Peace Officer Authority.

The respective Chief Law Enforcement Officers of each of the Parties hereby severally consent that the authority as a peace officer of the officers and employees of each and every other Party hereto within the jurisdiction or territory of such other party hereby is extended into the jurisdiction or territory of such consenting Chief Law Enforcement Officer either

- a) When requested by such Chief Law Enforcement Officer as set forth in Section 4 or
- b) Upon perception by any such officer or employees of a situation or circumstance within the jurisdiction or territory of the consenting Chief Law Enforcement Officer which apparently requires immediate law enforcement action, or other emergency action, which such officer or employee is otherwise authorized to take. The Assisting Party whose officer or employee is performing such voluntary assistance shall notify the agency within whose territory or jurisdiction the voluntary assistance is being rendered who will thereupon assume the general order authorized in Section 5 of this agreement.

In all instances of assistance, whether requested or voluntary, the assisting Party shall render any such assistance as it can give consistent with its own law enforcement needs at the time. Each Party agrees that this agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond not otherwise imposed by applicable law.

SECTION 4. Requests.

Requests for Interstate Mutual Aid shall be made through presently established communications systems. Responses to requests for law enforcement mutual aid outlined in this agreement shall be limited to that area included in that area within fifty (50) statute air miles of any point along the Arizona-Utah border and within those two states.

Emergency requests for on patrol unit, for incidents of anticipated short duration, may be made to any employee of the Assisting Party.

Emergency requests requiring more than one patrol unit, for instances of anticipated short duration, shall be directed to the Senior Ranking Officer on duty in the command area contiguous to the location of the occurrence.

Requests for assistance involving major occurrences which may require a large number of officers, resources, or a considerable expenditure of time, shall be made to a Department Officer of command status.

A Peace Officer from the State of the Assisting Party, whether responding to a request for assistance under this Section, or providing emergency assistance under Section 3, is not assigned to law enforcement duty in the State of the Requesting Party under the terms of this agreement but shall be considered as providing emergency aid. Nothing in this Agreement shall be interpreted or construed to mean that any Peace Officer from the state of the Assisting Party is regularly assigned to law enforcement duty in the state of the Requesting Party.

SECTION 5. Control In Assistance Operations.

A Requesting Party shall have and exercise general control of directing any Assisting Party to places where they are needed; however, the commanding officer for any Assisting Party shall be responsible for exercising exclusive control over the Assisting Party's forces in response to the general directions of the Requesting Party. Requesting Party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence.

Officers of the Requesting Party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their state. When a responding officer of the Assisting Party while in the requesting state takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the Requesting Party for disposition in accordance with the laws of the requesting state.

Officers of the Assisting Party, who are subpoenaed to court as a direct or indirect result of providing assistance, shall honor all subpoenas under the conditions set forth in this agreement.

SECTION 6. Responsibility for Damages and Mutual Indemnification.

Each Party shall be solely responsible and made liable for claims, demands, or judgments (including costs, expenses, and reasonable attorney's fees) resulting from personal injury to any person or damage to any property arising out of the acts of the Party or any representative, principal, employee, officer, official, director or agent of that Party.

To the extent permitted by Arizona and Utah law, as applicable, each Party (the "Indemnifying Party") hereby indemnifies and holds the other Party as well as the other Party's agents, representatives, principals, employees, officers, officials and directors (collectively, the "Indemnified Party") harmless for, from, and against any loss, damage or expense, including reasonable attorney's fees and costs incurred or suffered by or threatened against the Indemnified Party for a claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation to the extent caused by the negligence or willful misconduct of the Indemnifying Party or any of its representatives, principals, employees, officers, officials, directors or agents; provided, however, that an Indemnifying Party shall have no obligation to indemnify the Indemnified Party to the extent the claim arises out of the fault or negligence of the Indemnified Party.

SECTION 7. Provision of Equipment.

In rendering mutual law enforcement assistance, each Requesting Party and Assisting Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers or employees immediately involved that the sharing or use of equipment owned or furnished by another Party or Parties is necessary or proper.

SECTION 8. Reports.

After occurrences wherein mutual law enforcement assistance was required and given, all participating Parties shall make an interchange of all reports arising out of such operation; provided, however, that nothing in this Section shall purport to waive, limit or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

SECTION 9. Manner of Financing.

Each Party hereto shall within its lawful methods of financing, establish and provide in its annual budget for payment of the costs and expenses of performance of its obligations undertaken pursuant to this agreement. No Party shall otherwise be liable to any other Party for any costs or expenses.

SECTION 10. Duration.

This agreement shall remain in full force and effect unless terminated by one of the Parties pursuant to Section 11, but shall not exceed fifty (50) years. This agreement is also subject to termination pursuant to A.R.S. § 38-511.

SECTION 11. Termination; Disposition of Property Thereupon.

This agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to all other Parties hereto not less than thirty (30) days in advance of the contemplated termination. Upon such termination all property not owned by the terminating Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession should be given. Termination by one party shall not terminate this agreement among the remaining Parties.

SECTION 12. Joint Law Enforcement Operations Included.

Any joint law enforcement operations, present or future, in which the facilities, equipment or personnel of any of the Parties to this agreement are utilized, shall be deemed within the purview of this agreement and be subject to all the provisions hereof unless otherwise provided for by specific agreement among the Parties thereto.

SECTION 13. Miscellaneous.

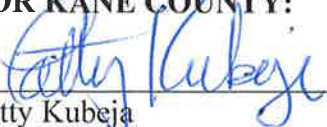
- a) Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.
- b) Appropriate officials of the Parties may promulgate such written operational procedure in implementation of this agreement as to them appear desirable, provided that such are acceptable to such other Parties as they effect.

- c) This agreement shall be effective upon the execution of ten (10) originals by the Parties hereto, and upon one (1) original being deposited with the keeper of records of each of the Parties hereto.
- d) All law enforcement powers, all of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this agreement.
- e) Nothing in this agreement, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of any immunity applicable to any Party. All privileges and immunities from liability enjoyed by the Parties shall apply to the same degree and extent when acting in pursuance of this agreement.
- f) If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.
- g) The attorney for each Party has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the state of the Party.
- h) A person from the Assisting Party who is providing aid or assistance under this Agreement for the Requesting Party must be a certified peace officer of the state of the Assisting Party.

IN WITNESS WHEREOF, the Chief Law Enforcement Officers of the Parties hereto have severally given their respective consents and the Parties hereto have executed this agreement by and through their respective officers duly authorized.

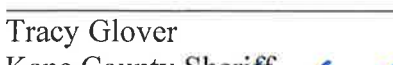
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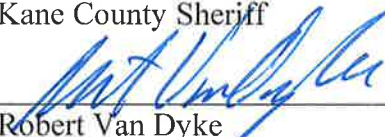
FOR KANE COUNTY:


Patty Kubeja
Kane County Commission Chair
ATTEST:


Chameill Lamb
Kane County Clerk

KANE COUNTY SHERIFF'S OFFICE


Tracy Glover
Kane County Sheriff


Robert Van Dyke
Kane County Attorney

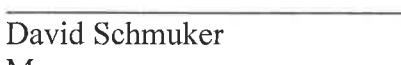
KANAB CITY, UTAH

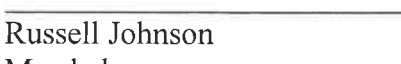

Colton Johnson
Mayor


Thomas Cram
Chief of Police


Kent Burggraaf
City Attorney

TOWN OF BIG WATER, UTAH


David Schmuker
Mayor


Russell Johnson
Marshal


Name:
Town Attorney

FOR COCONINO COUNTY:


Judy Begay
Coconino County Board Chairwoman
ATTEST:


Lindsay Daley
Clerk of the Board

COCONINO COUNTY SHERIFF'S OFFICE


Jim Driscoll
Coconino County Sheriff


Name:
Deputy County Attorney

TOWN OF FREDONIA, ARIZONA


~~Michael Ferguson~~ Donald Johnson
Mayor


Jason Peterson
Chief of Police


Mangum Wall Stoops & Warden, PLLC
Town Attorney

CITY OF PAGE, ARIZONA


Bill Diak
Mayor


Tim Lange
Chief of Police


Joshua Smith
City Attorney

NEW BUSINESS 13. 3.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: 50th Anniversary Logo

Presented by: City of Page Events Department

Subject:

50th Anniversary Logo Recognition

NEW BUSINESS 13. 4.

City Council Regular Agenda

Meeting Date: 01/08/2025

Title: Future City Council Meetings Schedule

Presented by: Steven Kidman

Subject:

Future City Council Meetings Schedule
