



PAGE CITY COUNCIL

697 Vista Avenue

Page, AZ 86040

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

Debi Roundtree, Councilor
John Kocjan, Councilor
Amanda Hammond, Councilor

Steven Kidman, Mayor

MEETING NOTICES

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

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

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

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

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

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

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

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



**City Council
Regular Meeting**

**City Hall
697 Vista Ave, Page AZ
April 8, 2026 at 5:30 PM**

Notice of Public Meeting and Agenda

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

- 1. Call to Order and Opening Activities**
- 2. Roll Call**
- 3. Consent Agenda**
 1. WAPA Agreement 25-SLC-1383
 2. City Council Regular Minutes - March 25, 2026
 3. ADOT Airport Grant E6M4U01D
 4. ADOT Airport Grant E6M4W01C
- 4. Hear From The Citizens**
- 5. Reports and Announcements**
 1. Mayor's Reports and Announcements
 - A. LeChee Chapter Meeting Update
 2. City Manager's Current Events Summary
- 6. Boards and Commissions**
 1. Council Liaison Reports on Board Meetings
 2. Economic Development Advisory Board Appointment — Mark Vecchiarelli
- 7. New Business**
 1. Special Event Liquor License Application — Glen Canyon Conservancy
 2. Ordinance 751-26: Non-Disclosure Agreements
 3. Scope of the Airport Terminal Expansion Project
- 8. Potential Future Agenda Items**

Items in this section are not for substantive discussion or formal action. This section is used only for Council to decide if they would like the item added to a future agenda for discussion and possible action at a subsequent meeting.

 1. Land Sale Process

Adjourn

Next Regular Meeting: Wednesday, April 22, 2026 at 5:30 p.m.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona; Justice Building Bulletin Board located at 547

Vista Avenue, Page, Arizona; U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of _____, 20____, at _____ a.m./p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

CITY CLERK'S OFFICE

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Department: City Attorney

Meeting Date: April 8, 2026

Presented by:

Josh Smith, City Attorney

Brief Title: WAPA Agreement 25-SLC-1383

Agenda Section: Consent Agenda

Action: Motion

Agenda Sub-category: Agreement/Contract

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve Agreement 25-SLC-1383 with WAPA as executed.

Background:

At the previous council meeting, the city council approved the agreement with WAPA as presented at the meeting. Subsequent to council's approval, WAPA made a few formatting and other minor changes along with a somewhat minor modification to section 2 of Exhibit D. The modifications do not change staff's recommendation or materially change the terms, but in the interest of full transparency, staff wanted to notify council of the change and get approval as signed. Given the timelines involved and the need to have the agreement in place prior to April 1, legal counsel advised PUE to sign the agreement as requested by WAPA and have council ratify the executed document.

Alternatives Considered:

None

Advisory Board/Commission Action:

None

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact: None

Notes:

Attachments:

1. 25-SLC-1383 Final Distribution



Department of Energy
Western Area Power Administration
Colorado River Storage Project
1800 South Rio Grande Avenue
Montrose, CO 81401-4800

March 30, 2026

ELECTRONIC DELIVERY

Mr. Bryan Hill, P.E.
General Manager
City of Page
640 Haul Road
Page, AZ 86040
bryan@pageutility.com

Dear Mr. Hill:

Enclosed for your records is an original of Agreement No. 25-SLC-1383 (Agreement) between Page Utility Enterprises and Western Area Power Administration. The Agreement provides for merchant-related services necessary to support market participation.

Questions related to the Agreement should be directed to me at (602) 605-2516.

Sincerely,

A handwritten signature in cursive script that reads "Tasha May".

Tasha May
Contracts and Energy Services
Manager

Enclosure

AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

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AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

1. PREAMBLE: This Agreement No. 25-SLC-1383 (Agreement) is made this 30th day of March, 2026, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); April 11, 1956 (70 Stat. 105); August 4, 1977 (91 Stat. 565); and acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Colorado River Storage Project Region, hereinafter called “WAPA” represented by the officer executing this Agreement or a duly appointed successor, and Page Utility Enterprises, hereinafter called “Page Utility,” its successors and assigns; each sometimes hereinafter individually called “Party” and both sometimes hereinafter collectively called the “Parties.”
2. EXPLANATORY RECITALS:
 - 2.1 WAPA operates the Colorado River Storage Project (CRSP) Energy Management and Marketing Office (EMMO) in Montrose, Colorado.

- 2.2 WAPA-CRSP will be joining the Southwest Power Pool Regional Transmission Organization (SPP-RTO) as a Participating Transmission Owner with a proposed effective date of April 1, 2026.
 - 2.3 Page Utility is a municipality organized and existing under the laws of the State of Arizona and has received an allocation of power and energy from WAPA.
 - 2.4 Since January 1, 2003, WAPA has provided Page Utility with services necessary to serve Page Utility's full electric service load. Page Utility has requested that this service be provided under long-term arrangements.
 - 2.5 Page Utility requested that WAPA, through the EMMO, act as its agent to provide wholesale electric supplies and scheduling services for Page Utility.
 - 2.6 Page Utility has installed six (6) 1.6 MW diesel generator units and has requested WAPA remotely operate and market these units for the benefit of Page Utility.
 - 2.7 Page Utility has agreed to be a Member Participant of the SPP RTO, anticipated on April 1, 2026, and as such will be responsible for all costs associated with participating in the SPP RTO.
 - 2.8 To facilitate Page Utility's participation in the Southwest Power Pool, Regional Transmission Organization, WAPA agrees to perform all necessary market participant duties on Page Utility's behalf. These duties encompass forecasting, power scheduling, load and resource balancing, procurement of supplemental energy, meter agent services, and financial settlement services. All services provided under this subsection, along with their corresponding charges, are described in the exhibits to this Agreement, as may be revised.
3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. PRIOR AGREEMENT: The following agreement shall be replaced by this Agreement on the date that this Agreement becomes effective.

Contract No.	Title	Date
05-SLC-0514	Electric Marketing Services	July 28, 2004

5. TERM OF AGREEMENT: This Agreement shall become effective on the date first written above and shall remain in effect until midnight, September 30, 2035; Provided, that either Party hereto may terminate this Agreement by giving notices to the other Party not less than one year's notice in advance of the effective date of the termination.

6. MARKETING, SETTLEMENTS, AND OTHER SERVICES:

- 6.1 Beginning on the effective date of this Agreement, WAPA will perform activities necessary to supply Page Utility with electric services that will serve Page Utility's electrical load.
- 6.2 These services may include, but are not limited to, registration of assets with SPP RTO, acquisition of required electric commodities, economic analysis, cost estimates, requests for proposals, negotiations with power suppliers, awarding power contracts, scheduling, meter interrogation, market data submissions, and financial settlements.
- 6.3 Written Scheduling, Accounting, and Billing Procedures detailing how the energy will be scheduled, accounted for, and billed will be developed by the Parties and shall be attached hereto as Attachment No. 1 and shall become part of this Agreement.
- 6.4 Loads in excess of hydropower and behind the meter generation is met with day-ahead and real-time purchases. WAPA will be responsible for making all day-ahead and real-time energy purchases required to meet the full electric

requirements of Page Utility after consideration of WAPA hydropower and any behind-the-meter generation.

7. CHARGE FOR SERVICE:

7.1 The initial estimated one-time cost for WAPA to perform various activities in preparation, implementation, and onboarding for the SPP RTO go-live date is provided for in Exhibit A.

7.2 WAPA will charge Page Utility for the services provided in Section 6 herein, as described in the initial Exhibits B, C, and D and will recover the costs of providing these services to Page Utility through Scheduling and Service Fees (Fees).

7.3 Fees will be reviewed each year and will be adjusted to reflect current costs and will be set forth in a revised Exhibit E, as necessary. On a monthly basis WAPA will bill Page Utility for the cost of providing the services.

7.4 Settlements and billing backup data will be made available to Page Utility by WAPA upon request.

7.5 Page Utility shall pay the bill in accordance with Provision 13 of the General Power Contract Provisions, which are attached to the Agreement. Payment of such bill must be received before service will be provided.

8. LIMITATION OF LIABILITY: Page Utility recognizes that WAPA intends to use good business judgment in making decisions related to the performance of this Agreement.

Page Utility shall have no recourse or cause of action against WAPA based on, related to, or arising from WAPA EMMO's exercise or failure to exercise good business judgment.

9. DISPUTE RESOLUTION: Any dispute between the Parties arising under this Agreement shall be referred by written notice from the designated Authorized Representative of the disputing Party to the designated Authorized Representative of the other Party for resolution on an informal basis. Should the Authorized Representatives fail to resolve such dispute within thirty (30) calendar days, the dispute will be referred to each Party's senior management. Lacking resolution by senior management within sixty (60) calendar days from the date of the written notice of dispute or such other period of time as the Parties mutually agree, each Party may pursue all remedies available to it under law or equity.
10. RELEASE OF INFORMATION: WAPA, acting as Page Utility's Marketing Agent, may in the course of business receive requests for information (including, but not limited to administrative document requests, subpoenas, and court orders) from third parties that may seek information pertaining to Page Utility, which Page Utility considers confidential and proprietary, and to which Page Utility would object to said release of information. WAPA will process all such requests for information in accordance with applicable Federal law including, but not limited to the Freedom of Information Act, 5 U.S.C. § 552 and the Privacy Act, 5 U.S.C. § 552a and will oppose or give Page Utility opportunity to intervene for the purpose of opposing.
11. NECESSARY APPROVALS AND AUTHORIZATIONS: Page Utility warrants that it has obtained all approvals and authorizations from Federal, state, and local authorities and/or regulatory bodies in order to sell and market the output of the subject electric generation.

12. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP), dated July 17, 2025, are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, that only Provisions 1.1, 2, 4, 13, 31, 32, 33, 34, 39, 40, 41, and 44 shall be applicable hereto.
13. EXHIBITS: The initial exhibits to this Agreement, as they may be amended or revised on an as needed basis, are attached to this Agreement and are incorporated by reference as if herein fully set forth. New exhibits may be added in the future, as required, and shall be made part of this Agreement by mutual written Agreement of the Parties.
14. ATTACHMENTS: Inasmuch as certain terms of this Agreement may change during the term of this Agreement, they will be set forth in attachments as formulated and modified from time to time. The initial attachments are attached hereto, and each is incorporated into this Agreement in accordance with its respective terms until superseded by a subsequent attachment. Changes, additions, or modifications to the attachments shall be reflected in new or revised attachments and will be distributed in accordance with Provision 40 of the GPCP.
15. AUTHORIZED REPRESENTATIVES: The following authorized representatives are designated for this agreement as follows:
- City of Page: General Manager
Telephone Number: 928-645-2419
- WAPA: EMMO Manager
Telephone Number: 970-240-6209
- Representatives may be changed from time to time by notification to the other Party by telephone during normal working hours.

16. EXECUTION BY COUNTERPARTS: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, thereon, and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one (1) or more signature pages.
17. ELECTRONIC SIGNATURES: The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using DocuSign, Adobe Sign, or Adobe E-Sign pursuant to Section 18, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.
18. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized the individual to execute this Agreement that binds and obligates the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

WESTERN AREA POWER ADMINISTRATION

By: **BRENT OSIEK** Digitally signed by BRENT OSIEK
Date: 2026.03.30 13:55:14 -06'00'

Brent C. Osiek
Vice President of Power Marketing
Colorado River Storage Project Region
Western Area Power Administration
Salt Lake City, Utah

PAGE UTILITY ENTERPRISES


By: 
General Manager
P.O. Box 1955
640 Haul Road
Page, AZ 86040-1955

EXHIBIT A

PROJECT IMPLEMENTATION TASKS (INITIAL ONE-TIME COST)

1. This Exhibit A (Exhibit A), made this 30th day of March, 2026, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on April 1, 2026. This Exhibit A shall remain in effect until superseded by another Exhibit A; provided, this Exhibit A, or any superseding Exhibit A, shall terminate upon expiration of the Agreement.

2. WAPA performs various activities in preparation for the SPP RTO go-live date and a one-time cost is associated with the work indicated below:
 - 2.1 Consult with Page Utility to determine the necessary services and communicate status and onboarding information.
 - 2.2 Develop Agreement terms for services requested.
 - 2.3 Facilitate SPP RTO onboarding tasks for Page Utility.
 - 2.4 Submit User Guides with SPP (Register Assets / Model Information):
 - a. Register Source / Sink and Open Access Same-Time Information System registrations in Electric Industry Registry.
 - b. Submit Attachment A and B SPP Tariff Forms – Transmission Customer Firm and Non-Firm Point-to-Point Agreements as needed.
 - c. Submit Attachment AH SPP Tariff Forms – Market Participant Contract.
 - d. Submit Attachment AM SPP Tariff Forms – Meter Agent Contract.
 - e. Submit Resource Adequacy Load Data.
 - f. Request Network Delivery Point on WAPA’s Loveland Area Projects (LAP) transmission system.
 - g. Set up Local Security Administrator Roles for SPP RTO participation as necessary.

Exhibit A
Agreement No. 25-SLC-1383
Page Utility Enterprises

- h. Supply real-time Inter-Control Center Communications Protocol (ICCP) points to market.
 - 2.5 Perform meter evaluation and plan for RTO requirements.
 - 2.6 Market Software planning configuration and implementation.
- 3. The total cost for this work is One Hundred Twelve Thousand, Four Hundred Sixty-Nine Dollars and Eighty-Eight Cents (\$112,469.88) and will be due upon execution of the Agreement.
- 4. This Exhibit A shall be modified in accordance with Section 13 of the Agreement.

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EXHIBIT B
**DESCRIPTION OF MERCHANT SERVICES (PRESCHEDULE, DAY AHEAD,
AND REAL-TIME ACTIVITIES)**

1. This Exhibit B (Exhibit B), made this 30th day of March, 2026, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on April 1, 2026. This Exhibit B shall remain in effect until superseded by another Exhibit B; provided, this Exhibit B, or any superseding Exhibit B, shall terminate upon expiration of the Agreement.

2. WAPA performs merchant services associated with delivery of power and energy needed by Page Utility which are indicated below:
 - 2.1 Forecast load.
 - 2.2 Create hourly load profile and submit energy schedule to portal for LAP delivery of FES.
 - 2.3 Create hourly load profile and submit energy schedule to portal for market energy over and above the federal allocation, commonly termed Co-Supply load.
 - 2.4 Submit demand bid for FES.
 - 2.5 Submit demand bid for Co-Supply Load.
 - 2.6 Participate and represent Page Utility's interest on various Market Working Groups and User Forums.

3. Costs for the merchant services listed in Section 2 of this Exhibit B are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.1 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services

Exhibit B
Agreement No. 25-SLC-1383
Page Utility Enterprises

performed by WAPA under the Agreement, and this Exhibit B shall be reviewed annually, unless otherwise agreed.

4. This Exhibit B shall be modified in accordance with Section 13 of the Agreement.

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EXHIBIT C

DESCRIPTION OF SETTLEMENTS AND OTHER SERVICES

(SETTLEMENTS AND AFTER-THE-FACT ACTIVITIES)

1. This Exhibit C (Exhibit C), made this 30th day of March, 2026, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on April 1, 2026. This Exhibit C shall remain in effect until superseded by another Exhibit C; provided, this Exhibit C, or any superseding Exhibit C, shall terminate upon expiration of the Agreement.

2. WAPA performs settlements and other after-the-fact activities, which are indicated below:
 - 2.1 Participate and represent Page Utility's interest on various Change User Group and Settlement User Forum.
 - 2.2 Remotely interrogate meters daily and supply meter data to energy management and marketing office daily for forecasting and analysis.
 - 2.3 Submit load meter data to SPP RTO daily for the initial settlement statements, produced approximately seven days after the operating day (S7). Resubmit updates as needed for S53 and S120 resettlement windows.
 - 2.4 Review and evaluate Market Shadow Settlements.
 - 2.5 Supply statements, invoices, and determinant reports to Page Utility.
 - 2.6 Process market settlement invoice for payments or collections with SPP RTO on a weekly basis.
 - 2.7 Provide summary of charges/credits for monthly billing of Page Utility market settlements.

- 2.8 Submit settlement disputes if needed.
 - 2.9 Submit transmission meter data monthly (load coincident peak meter data for transmission services).
 - 2.10 Review and evaluate Transmission Shadow Settlements.
 - 2.11 Process transmission settlement invoice payments to SPP RTO on a monthly basis.
 - 2.12 Pass through market and transmission charges/credits on a monthly basis to Page Utility on WAPA's power bill.
 - 2.13 Perform Bilateral checkouts and invoice processing for additional energy purchases made outside the SPP RTO footprint, if applicable.
 - 2.14 Review and update service fee annually or as required.
3. Costs for the services listed in Section 2 of this Exhibit C are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.2 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services performed by WAPA under the Agreement, and this Exhibit C shall be reviewed annually, unless otherwise agreed.
 4. This Exhibit C shall be modified in accordance with Section 13 of the Agreement.

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EXHIBIT D

DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES

1. This Exhibit D (Exhibit D), made this 30th day of March, 2026, to be effective under and as a part of Interagency Agreement No. 25-SLC-1383 (Agreement), shall become effective on April 1, 2026. This Exhibit D shall remain in effect until superseded by another Exhibit D; provided, this Exhibit D, or any superseding Exhibit D, shall terminate upon expiration of the Agreement.
2. WAPA will perform information technology (IT) services, which are indicated below:¹
 - 2.1 Ongoing system administration support to energy accounting and marketing software systems application programming interfaces (APIs), which are protocols that allow different software applications to communicate and exchange data.
 - 2.2 Software licenses to perform tasks included in Exhibit B and Exhibit C.
3. Costs for the services listed in Section 2 of this Exhibit D are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.3 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services performed by WAPA under the Agreement, and this Exhibit D shall be reviewed annually, unless otherwise agreed.
4. This Exhibit D shall be modified in accordance with Section 13 of the Agreement.

¹ Ongoing SCADA (Supervisory Control and Data Acquisition) support to provide real-time instantaneous data to SPP RTO via Inter-Control Center Communications Protocol are included in the overhead costs.

Exhibit E
Agreement No. 25-SLC-1383
Page Utility Enterprises

4. In accordance with Section 7 of the Agreement, Page Utility shall pay WAPA monthly for the annual amount for each fiscal year period from October 1st to September 30th for the charges that are associated with the work described in Exhibit B, Exhibit C, and Exhibit D.¹
5. This Exhibit E shall be modified in accordance with Section 13 of the Agreement and shall be reviewed each year and revised as necessary or as otherwise agreed upon by the Parties.

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¹ Costs will be reviewed annually and updated as needed.

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Clerk

Presented by:
Cindy Scott, City Clerk

Brief Title: City Council Regular Minutes - March 25, 2026

Agenda Section: Consent Agenda

Agenda Sub-category: Minutes

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the regular City Council Meeting minutes for March 25, 2026.

Background:

N/A

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. 03 25 2026 Reg Minutes



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
March 25, 2026**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 25th day of March 2026, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors Amanda Hammond (Via Zoom), Kenna Hettinger, Tom Preller, John Kocjan, and Debi Roundtree were present. There was a moment of meditation. Councilor Hettinger led the Pledge of Allegiance.

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

Staff members present: City Manager, Frank Marbury; City Attorney, Joshua Smith; IT Director, Kane Scott; Police Assistant Chief, Larry Jones; Page Utility Enterprises Manager, Bryan Hill; Management Analyst, Robin Crowther; Deputy City Clerk, Cassie Scott; Deputy City Clerk, Adrienne Weller; and City Clerk, Cindy Scott.

COMMUNITY RECOGNITION

Page Attacks Trash Logo Winners

Page Attacks Trash organizers Amanda Boston, Shannon Garrison, and JoAnn Yazzie-Pioche presented the Page Attacks Trash Logo Winners.

Page High School Girls Basketball – State Championship

Megan Moore presented the Girls Basketball team and their accomplishments.

Page High School Boys Cross Country – State Championship

The Cross-Country team was unable to make it.

CONSENT AGENDA

City Council Regular Minutes – March 11, 2026

Fair Housing Proclamation

Letter of Support for the Gila River Indian Community (GRIC) Grant

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

PUBLIC HEARINGS

Public Hearing Expenditure Limitation – Permanent Base Adjustment

Mayor opens the public hearing for the Permanent Base Adjustment.

Proponents: None.

Opponents: None.

Mayor closes the public hearing for the Permanent Base Adjustment.

HEAR FROM THE CITIZENS

Residents Erik Stanfield, Joe Lapekas, Paul Baughman, Judy Franz, Maschelle Zia, Sydney Black addressed the City Council.

Page City Council Regular Meeting – March 25, 2026

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

None.

CITY MANAGER'S CURRENT EVENTS SUMMARY

City Manager Marbury provided information about upcoming events and the Canyon Club's new shade structure by the Airport trailhead to the Rim Trail.

BOARDS AND COMMISSIONS

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

Councilor Hammond gave updates.

UNFINISHED BUSINESS

Presentation by Trebol Hospitality

Bernt Kuhlmann, Banks Chisum, and Daytona Stanga presented.

There was discussion.

Resident Dawnell Robertson addressed the City Council.

Proposed Changes to the Consolidated Fee Schedule

There was discussion.

Motion was made by Councilor Hammond to publish the report as is. The motion was seconded by Councilor Kocjan

Councilor Hettinger requested clarification.

The motion passed unanimously upon a vote.

NEW BUSINESS

Grand Canyon Region Long-Term Recovery Plan for the Dragon Bravo and White Sage Fires

Coconino County Supervisor, Lena Fowler; Coconino County Department of Emergency Management Director, Tim Carter; AC Disaster Consulting Project Manager, Ashleigh Makuch; and AC Disaster Consulting Senior Manager, Tory Littlefield presented the plan.

There was discussion.

The plan will be posted on the Coconino County website under Economic Recovery within the next week.

Mayor Kidman called for a recess at 7:54 p.m.

Mayor Kidman reconvened the meeting at 8:00 p.m.

Western Area Power Administration (WAPA) Electric Marketing Services Agreement

PUE Manager, Bryan Hill provided information.

Motion was made by Vice Mayor Farrow to approve WAPA Contract No. 25-SLC-1383, between WAPA and City of Page dba Page Utility Enterprises for Electric Marketing Services. The motion was seconded by Councilor Roundtree.

There was discussion.

The motion passed unanimously upon a vote.

Page City Council Regular Meeting – March 25, 2026

Non-Disclosure Agreement (NDA) Policies

Councilor Roundtree provided information.

City Attorney Smith provided clarification.

There was discussion.

Motion was made by Vice Mayor Farrow to direct staff to create an Ordinance to be presented to Council to memorialize the request that the City Manager does not sign an NDA without Council approval. The motion was seconded by Councilor Roundtree.

There was discussion.

The motion passed unanimously upon a vote.

Resolution 1340-26 - Permanent Base Adjustment

Clerk to introduce Resolution 1340-26 by title only.

City Manager, Frank Marbury provided information.

There was discussion.

Motion was made by Councilor Kocjan to move to adopt Resolution 1340-26. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

EXECUTIVE SESSIONS

Councilor Roundtree requested that Staff explain each item to the public.

City Attorney Smith provided the explanations.

Motion was made by Councilor Preller to enter Executive Session consecutively for three (3) Executive Session items and move to the conference room at 8:28 p.m. The motion was seconded by Vice Mayor Farrow.

Councilor Hammond commented.

The motion passed unanimously upon a vote.

Mayor reconvened the Regular City Council meeting at 9:16 p.m.

EXECUTIVE SESSION

Ordinance 750-26 - Amendment to Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of Hwy 98

Clerk introduced Ordinance 750-26 by title only.

Motion was made by Councilor Hammond to adopt Ordinance 750-26 for the amended sale to Trebol Hospitality. The motion was seconded by Vice Mayor Farrow.

Councilor Kocjan amended the motion to include that \$1,840,935 be allocated to Parks and Recreation capital projects. The amendment was seconded by Councilor Hammond. The amendment passed unanimously upon a vote.

There was discussion.

The amended motion passed with Mayor Kidman, Vice Mayor Farrow, Councilor Kocjan, Councilor Hettinger, Councilor Hammond, and Councilor Roundtree in favor. Councilor Preller was opposed.

Page City Council Regular Meeting – March 25, 2026

EXECUTIVE SESSION

Property Purchase Contract Amendment for Valco Commercial Properties - Portion of Parcel 80216009J

Motion was made by Vice Mayor Farrow to approve the fourth Amendment for Valco Commercial Properties and authorize the mayor to sign. The motion was seconded by Councilor Kocjan.

Councilor Roundtree amended the motion to include the removal of the Non-Disclosure Agreement. The amendment was seconded by Councilor Hammond.

There was discussion.

The amendment failed with Councilor Hammond and Councilor Roundtree in favor. Mayor Kidman, Vice Mayor Farrow, Councilor Kocjan, Councilor Hettinger, and Councilor Preller were opposed.

The original motion passed unanimously upon a vote.

EXECUTIVE SESSION

Amendment to Existing Purchase Agreement with Trout Land Development - Parcels 80218009D, 80218011C, 80218011D, and Portion of 80218011J

Staff directed to move forward as discussed in Executive Session.

ADJOURN

The meeting was adjourned at 9:23 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 Regular Meeting, held on the 25th day of March 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of April 2026

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Attorney

Presented by:

Brief Title: ADOT Airport Grant E6M4U01D

Agenda Section: Consent Agenda

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve Grant Number E6M4U01D, with the listed certifications:

1. The City has the legal power and authority to do all things necessary in order to undertake and carry out the project; and to accept, receive and disburse grant funds from the State in aid of the Project.
2. The City has \$2400 in general fund monies for the City's proposed labor and equipment costs and for use in defraying Sponsor's share of the costs of the Project.
3. The City Manager is designated to receive payments representing the State's share of project costs.
4. The City has its vendor identification and address for project payments on file with ADOT.

Background:

The City was awarded a grant for the design of the taxiway repairs within the hangar area of the airport. This is the ADOT agreement for the project. The total design cost is \$96,024. The City match amount is \$2,401.00.

Alternatives Considered:

None

Advisory Board/Commission Action:

None

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. ADOT_Aeronautics_Design-Construct_Grant_Agree

January 23, 2026

Lore Davis-McCluskey
Airport Director
City of Page
1950 Industrial Ave
PO Box 1180
Page, AZ 86040

Subject: Airport Development Reimbursable Grant Agreement

Dear Ms. Davis-McCluskey:

On **November 21, 2025** the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E6M4U01D for State Share portion of **\$2,400.00** for Fiscal Year 2026 funding. This **FSL Grant (Federal State Local)** is for the following project: **Reconstruct Taxilane – Design, Reseal Taxilane – Design.**

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C and Schedules One through Three. DocuSign requires that the forms be filled out in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. DocuSign also requires the upload an ALP-based drawing which clearly depicts the project location and scope. Completed and signed Agreements must be finalized in DocuSign no later than **May 23, 2026, or sooner.**

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

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

If you have any questions, please contact Grant Manager James McEvoy at jmcevoy@azdot.gov or (520) 607-0361.

Sincerely,



James McEvoy
Airport Grants Manager

Grant Number E6M4U01D

City of Page

Page Municipal Airport

3-04-0025-049-2025

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

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **City of Page**, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of **Reconstruct Taxilane – Design, Reseal Taxilane - Design** (the "Project"), for the improvement of the **Page Municipal Airport** (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 21, 2025** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **January 23, 2026**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E6M4U01D

City of Page

Page Municipal Airport

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

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Two Point Five Percent (2.5%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Two Thousand Four Hundred Dollars (\$2,400.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **August 22, 2023** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Grant Number E6M4U01D

City of Page

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Part II

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

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure TWO THOUSAND FOUR HUNDRED dollars (\$2400), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

GENERAL FUND

(Enter local funding type and location)

- 3) The Sponsor hereby designates FRANK MARBURY, CITY MANAGER - CITY OF PAGE

Name
Title

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

Signed by:

Frank Marbury

11924C812228450...

City Manager

Signature of Sponsor's Representative

Title of Representative

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

Sponsor Vendor Id #: **IV0000009237**

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

Exhibits

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

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

Grant Number E6M4U01D
City of Page
Page Municipal Airport
3-04-0025-049-2025

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

City of Page
Page Municipal Airport

By: _____
Title: MPD Division Director
Date: _____

Signed by:
Frank Marbury

11924C81222845U...
Title: City Manager
Date: 3/10/2026

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

APPROVED AS TO FORM

Signature:

Name: Joshua Smith

Date:

Grant Number E6M4U01D**City of Page****Page Municipal Airport****3-04-0025-049-2025****EXHIBIT A****Sponsor Assurances**

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

General

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

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transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

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

Financial

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

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

Record Keeping

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

Airport Based Aircraft Reporting

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

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

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

Immediate Vicinity Land Use Restriction

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

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

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

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

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

Grant Number E6M4U01D**City of Page****Page Municipal Airport****3-04-0025-049-2025**

associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

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

Airport Revenues

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

Disposal of Land

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

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EXHIBIT B

General Provisions

Employment of Consultants

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

Contracts

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

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City of Page

Page Municipal Airport

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

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

3) **Liability of Subcontractors**

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

Conflict of Interest

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

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

Reports

1) Reimbursement Requirements

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

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

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

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

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

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

Changes

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

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

Audit

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

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

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

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

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Suspension

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

Failure to Perform

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

Termination for Convenience

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

Waiver by State

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

Compliance with Laws

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

Arbitration

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

Jurisdiction

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

Grant Number E6M4U01D**City of Page****Page Municipal Airport****3-04-0025-049-2025****Excess of Payments**

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

State Inspectors

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

Indemnification

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

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

Required Provisions Deemed Inserted

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

Property of the Sponsor and State

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

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Title VI List of Pertinent Nondiscrimination Authorities

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

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

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

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

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

Design Review – Plans, Specifications and Estimates

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

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

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

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

FAA Notice of Proposed Construction

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

Bidding - Alternate Bidding Methods

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

Based on Bids

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

Contractor Allowance

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

Contingencies

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

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

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

Construction Inspection

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

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

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

Change Orders

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

Construction Contract Documents

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

Design/Construction Project Schedules

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

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

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

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Reconstruct Taxilane – Design, Reseal Taxilane - Design
FAA AIP # 3-04-0025-049-2025

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 86024	\$ 2151	\$ 81722	\$ 2150
Construction	\$ 0	\$ 0	\$ 0	\$ 0
Construction Engineering	\$ 0	\$ 0	\$ 0	\$ 0
Sponsor Administration**	\$ 10000	\$ 250	\$ 9500	\$ 250
Sponsor Force Account Work***	\$ 0	\$ 0	\$ 0	\$ 0
Contingencies	\$ 0	\$ 0	\$ 0	\$ 0
Total Project Costs	\$ 96024	\$ 2401	\$ 91222	\$ 2400

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.



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**Schedule Two
Design/Construction Project Reimbursement Schedule**

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

Instructions:

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

Total State Funds: \$2,400.00

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2025	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2026	\$ 0	\$ 0	\$ 2400	\$ 0	\$ 0	\$ 0
2027	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2028	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2029	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2025	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2026	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2027	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2028	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2029	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

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

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

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

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

Design/Construction Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	-	-	-	-	-
Submit Contract for State Review/Approval	-	-	-	-	-
Award Consultant Contract	-	-	-	-	-
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1	-	-	-	7/24/24
Conduct 30% Design Review/Approval	38	-	11/25/24	-	1/2/25
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	6	-	3/6/25	-	4/1/25
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	-	-	-	-	-
Issue Invitation for Bids	-	-	-	-	-
Submit Bid Tab for State Review/Approval	-	-	-	-	-
Award Construction Contract/Submit to the State	-	-	-	-	-
Construction Phase					
Pre-Construction Meeting	-	-	-	-	-
Issue NTP – Begin Construction	-	-	-	-	-
Final Inspection	-	-	-	-	-
Submit As-Builts & Final Documentation	-	-	-	-	-
Submit Final Reimbursement Request and Sponsor Closeout Letter	-	-	-	-	-

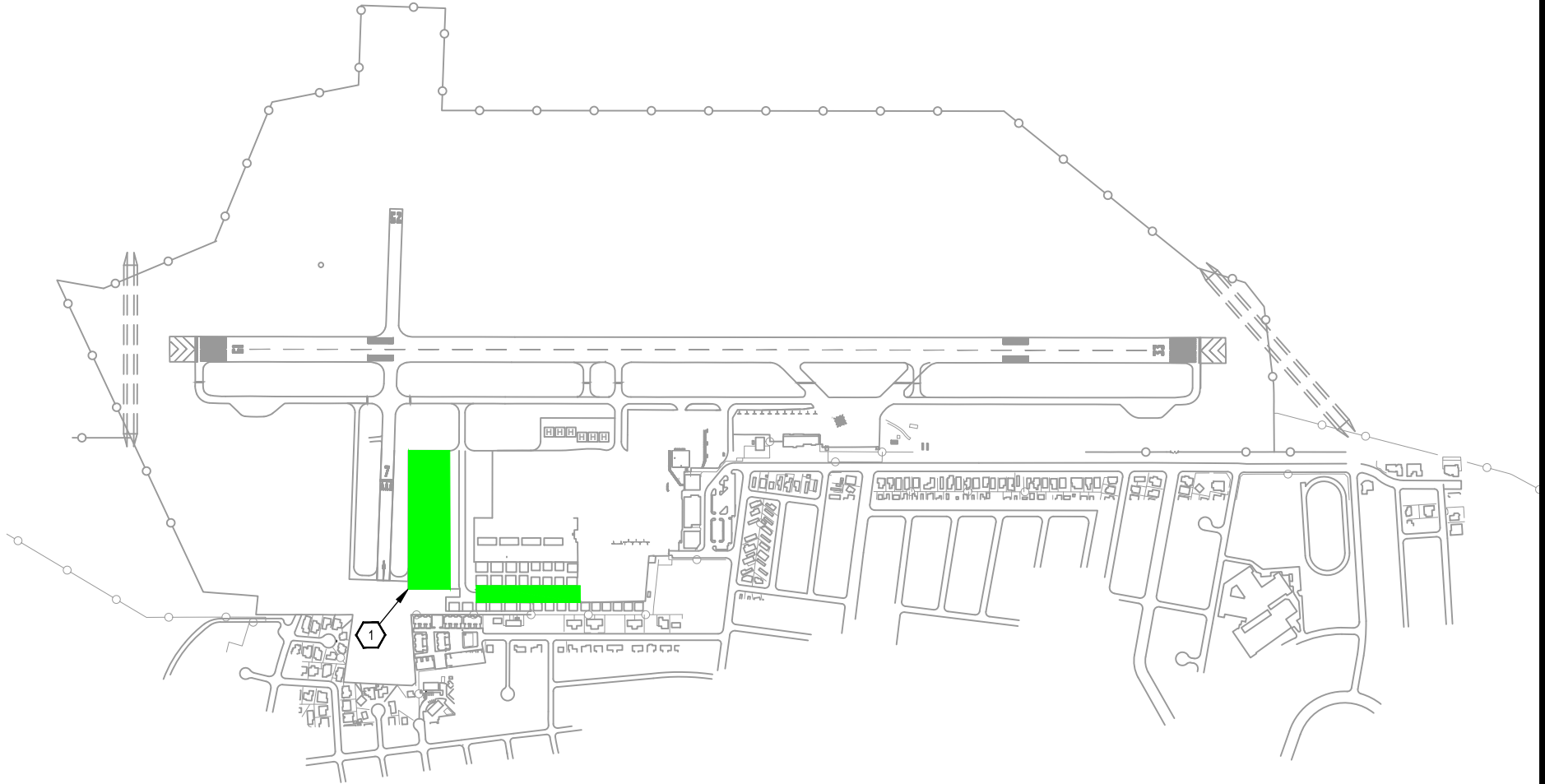
* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

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City of Page
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**THIS PAGE IS A PLACE HOLDER FOR THE PROJCT MAP REQUIRED
BY THE SPONSOR**

**DELETE THIS PAGE AFTER YOU CREATE THE PDF OF THE GRANT
AGREEMENT BEFORE ADDING THE PDF TO DOCUSIGN**

PAGE MUNICIPAL AIRPORT



N.T.S.

LEGEND



DESIGN & CONSTRUCT TAXILANE REHABILITATION

Certificate Of Completion

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Status: Sent

Subject: ADOT Aeronautics Design-Construct Grant Agreement (E6M4U01D)

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

James McEvoy

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

jmcevoy@azdot.gov

IP Address: 170.85.54.118

Record Tracking

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Holder: James McEvoy

Location: DocuSign

3/10/2026 9:48:29 AM

jmcevoy@azdot.gov

Signer Events

Signature

Timestamp

Lore Davis-McCluskey

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ldavismccluskey@pageaz.gov

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Richard Graham

Completed

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rgraham@cscos.com

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Lore Davis-McCluskey

Initial

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ldavismccluskey@pageaz.gov

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Frank Marbury

Signed by:

11924C812228450...

Sent: 3/10/2026 1:46:21 PM

fmarbury@pageaz.gov

Viewed: 3/10/2026 1:53:47 PM

City Manager

Signed: 3/10/2026 1:54:18 PM

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(None)

Signature Adoption: Pre-selected Style

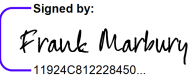
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Signed using mobile

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Joshua Smith jsmith@pageaz.gov City Attorney Security Level: Email, Account Authentication (None)		Sent: 3/10/2026 3:04:12 PM Viewed: 3/10/2026 3:05:52 PM
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Cindy Scott cscott@pageaz.gov Security Level: Email, Account Authentication (None)		Sent: 3/10/2026 1:55:20 PM Viewed: 3/10/2026 2:37:16 PM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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James McEvoy
 jmcevoy@azdot.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/10/2026 9:51:09 AM
Envelope Updated	Security Checked	3/10/2026 3:04:11 PM
Envelope Updated	Security Checked	3/10/2026 3:04:11 PM
Envelope Updated	Security Checked	3/10/2026 3:04:11 PM
Envelope Updated	Security Checked	3/10/2026 3:04:11 PM

Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Arizona Dept of Transportation:

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

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

To withdraw your consent with Arizona Dept of Transportation

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Attorney

Presented by:

Brief Title: ADOT Airport Grant E6M4W01C

Agenda Section: Consent Agenda

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Motion to approve Grant Number E6M4W01C, with the listed certifications:

1. The City has the legal power and authority to do all things necessary in order to undertake and carry out the project; and to accept, receive and disburse grant funds from the State in aid of the Project.
2. The City has \$84,260 in general fund monies for City's proposed labor and equipment costs and for use in defraying Sponsor's share of the costs of the Project.
3. The City Manager is designated to receive payments representing the State's share of project costs.
4. The City has its vendor identification and address for project payments on file with ADOT.

Background:

The City has been awarded a grant for the terminal expansion and airport remodel. This document is the agreement between the City and ADOT. The City match amount is \$84, 260.00. The total project estimate is \$3,370,431.

Alternatives Considered:

None

Advisory Board/Commission Action:

None

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. ADOT_Aeronautics_Design-Construct_Grant_Agree (1)

January 23, 2026

Lore Davis-McCluskey
Airport Director
City of Page
1950 Industrial Ave
PO Box 1180
Page, AZ 86040

Subject: Airport Development Reimbursable Grant Agreement

Dear Ms. Davis-McCluskey

On **November 21, 2025** the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E6M4W01C for State Share portion of **\$84,260.00** for Fiscal Year 2026 funding. This **FSL Grant (Federal State Local)** is for the following project: **Expand Terminal.**

Enclosed is a PDF of an Airport Development Reimbursable Grant Agreement including Exhibits A through C and Schedules One through Three. DocuSign requires that the forms be filled out in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. DocuSign also requires the upload an ALP-based drawing which clearly depicts the project location and scope. Completed and signed Agreements must be finalized in DocuSign no later than **May 23, 2026 or sooner.**

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

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

If you have any questions, please contact Grant Manager James McEvoy at jmcevoy@azdot.gov or (520) 607-0361.

Sincerely,



James McEvoy
Airport Grants Manager

Grant Number E6M4W01C

City of Page

Page Municipal Airport

3-04-0025-048-2025

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

Airport Development Reimbursable Grant Agreement

Part I

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

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 21, 2025** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

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

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **January 23, 2026**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E6M4W01C

City of Page

Page Municipal Airport

3-04-0025-048-2025

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

Obligations

- 1) The minimum funding participation from the Sponsor shall be **Two Point Five Percent (2.5%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Eighty Four Thousand Two Hundred Sixty Dollars (\$84,260.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

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

Grant Number E6M4W01C

City of Page

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Part II

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

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure eighty four thousand two hundred sixty dollars (\$ 84,260.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

GENERAL FUND

(Enter local funding type and location)

- 3) The Sponsor hereby designates FRANK MARBURY, CITY MANAGER - CITY OF PAGE

Name
Title

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

Signed by:



11924C812228450...

City Manager

Signature of Sponsor's Representative

Title of Representative

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

Sponsor Vendor Id #: **IV0000009237**

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

Exhibits

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

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

Grant Number E6M4W01C

City of Page

Page Municipal Airport

3-04-0025-048-2025

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

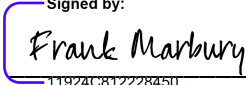
SPONSOR:

City of Page
Page Municipal Airport

By: _____

Title: MPD Division Director

Date: _____

By:  _____

Title: City Manager

Date: 3/10/2026

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM

Signature:

Name: Joshua Smith

Date:

Grant Number E6M4W01C**City of Page****Page Municipal Airport****3-04-0025-048-2025****EXHIBIT A****Sponsor Assurances**

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

General

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

Grant Number E6M4W01C**City of Page****Page Municipal Airport****3-04-0025-048-2025**

transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

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

Financial

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

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

Record Keeping

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

Airport Based Aircraft Reporting

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

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

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

Immediate Vicinity Land Use Restriction

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

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

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City of Page

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

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

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current

Grant Number E6M4W01C**City of Page****Page Municipal Airport****3-04-0025-048-2025**

associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

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

Airport Revenues

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

Disposal of Land

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

Grant Number E6M4W01C**City of Page****Page Municipal Airport****3-04-0025-048-2025**

EXHIBIT B

General Provisions

Employment of Consultants

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

Contracts

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

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

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

3) **Liability of Subcontractors**

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

Conflict of Interest

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

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

Reports

1) Reimbursement Requirements

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

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

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

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

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

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

Changes

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

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

Audit

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

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

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

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

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Suspension

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

Failure to Perform

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

Termination for Convenience

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

Waiver by State

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

Compliance with Laws

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

Arbitration

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

Jurisdiction

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

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

State Inspectors

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

Indemnification

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

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

Required Provisions Deemed Inserted

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

Property of the Sponsor and State

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

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

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

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

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

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

Design Review – Plans, Specifications and Estimates

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

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

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

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

FAA Notice of Proposed Construction

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

Bidding - Alternate Bidding Methods

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

Based on Bids

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

Contractor Allowance

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

Contingencies

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

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

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

Construction Inspection

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

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

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

Change Orders

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

Construction Contract Documents

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

Design/Construction Project Schedules

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

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

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

**Schedule One
Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

Expand Terminal

FAA AIP # 3-04-0025-048-2025

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 23224	\$ 581	\$ 22062	\$ 581
Construction	\$ 2760660	\$ 69016	\$ 2622627	\$ 69016
Construction Engineering	\$ 576547	\$ 14414	\$ 547720	\$ 14413
Sponsor Administration**	\$ 10000	\$ 250	\$ 9500	\$ 250
Sponsor Force Account Work***	\$ 0	\$ 0	\$ 0	\$ 0
Contingencies	\$ 0	\$ 0	\$ 0	\$ 0
Total Project Costs	\$ 3370431	\$ 84261	\$ 3201909	\$ 84260

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.



**Schedule Two
Design/Construction Project Reimbursement Schedule**

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

Instructions:

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

Total State Funds: \$84,260.00

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2025	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2026	\$ 0	\$ 0	\$ 10000	\$ 10000	\$ 10000	\$ 10000
2027	\$ 3000	\$ 1260	\$ 0	\$ 0	\$ 0	\$ 0
2028	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2029	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2025	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2026	\$ 10000	\$ 6000	\$ 6000	\$ 6000	\$ 6000	\$ 6000
2027	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2028	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2029	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

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

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

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

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

Design/Construction Milestone Schedule					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	-	-	-	-	-
Submit Contract for State Review/Approval	-	-	-	-	-
Award Consultant Contract	-	-	-	-	-
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	-	-	-	-	-
Conduct 30% Design Review/Approval	-	-	-	-	-
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	-	-	-	-	-
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	1	-	-	-	4/21/25
Issue Invitation for Bids	1	-	-	-	5/1/25
Submit Bid Tab for State Review/Approval	1	-	-	-	5/28/25
Award Construction Contract/Submit to the State	1	-	-	-	10/8/25
Construction Phase					
Pre-Construction Meeting	1	-	-	-	11/12/25
Issue NTP – Begin Construction	365	2/23/26	-	2/23/27	-
Final Inspection	1	-	-	2/23/27	-
Submit As-Builts & Final Documentation	60	2/23/27	-	4/23/27	-
Submit Final Reimbursement Request and Sponsor Closeout Letter	60	-	-	6/23/27	-

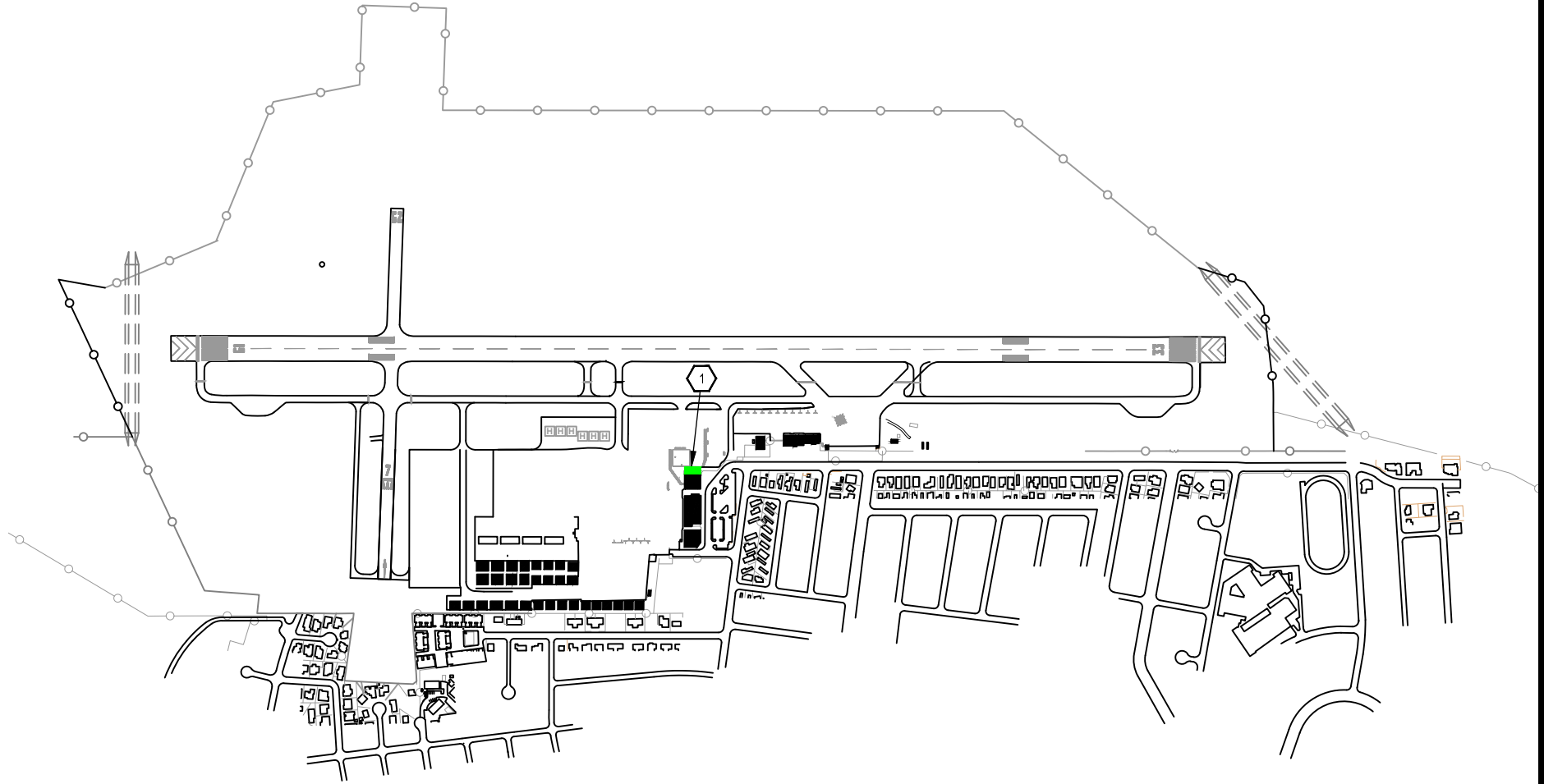
* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

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**THIS PAGE IS A PLACE HOLDER FOR THE PROJCT MAP REQUIRED
BY THE SPONSOR**

**DELETE THIS PAGE AFTER YOU CREATE THE PDF OF THE GRANT
AGREEMENT BEFORE ADDING THE PDF TO DOCUSIGN**

PAGE MUNICIPAL AIRPORT



N.T.S.

LEGEND



CONSTRUCT TERMINAL EXPANSION AND PARKING LOT RECONFIGURATION

Certificate Of Completion

Envelope Id: 2BD64090-3F0C-4467-987C-E6ACCF8025E4

Status: Sent

Subject: ADOT Aeronautics Design-Construct Grant Agreement (E6M4W01C)

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

James McEvoy

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

jmcevoy@azdot.gov

IP Address: 170.85.54.118

Record Tracking

Status: Original

Holder: James McEvoy

Location: DocuSign

3/10/2026 9:42:10 AM

jmcevoy@azdot.gov

Signer Events

Signature

Timestamp

Lore Davis-McCluskey

Completed

Sent: 3/10/2026 9:47:59 AM

ldavismccluskey@pageaz.gov

Viewed: 3/10/2026 12:33:51 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 162.219.90.20

Signed: 3/10/2026 12:35:12 PM

Electronic Record and Signature Disclosure:

Accepted: 3/10/2026 12:33:51 PM

ID: 594c39de-6a4a-4e41-be7c-0b3ebcab5acb

Richard Graham

Completed

Sent: 3/10/2026 12:35:16 PM

rgraham@cscos.com

Viewed: 3/10/2026 1:02:33 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 38.32.110.50

Signed: 3/10/2026 1:28:49 PM

Electronic Record and Signature Disclosure:

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

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

Lore Davis-McCluskey



Sent: 3/10/2026 1:28:53 PM

ldavismccluskey@pageaz.gov

Viewed: 3/10/2026 1:40:43 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed: 3/10/2026 2:16:34 PM

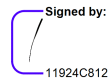
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Electronic Record and Signature Disclosure:

Accepted: 3/10/2026 2:16:12 PM

ID: 6b6661c4-f142-4319-9eaf-78806d5cc1fe

Frank Marbury



Sent: 3/10/2026 2:16:41 PM

fmarbury@pageaz.gov

Viewed: 3/10/2026 2:17:16 PM

City Manager

Signed: 3/10/2026 2:24:30 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

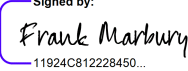
Using IP Address: 79.110.54.102

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/10/2026 2:17:16 PM

ID: 1dd50606-25f9-49d6-8fa2-08f99cb0ca07

Signer Events	Signature	Timestamp
<p>Frank Marbury fmarbury@pageaz.gov City Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/10/2026 2:25:06 PM ID: 24a60d12-7e2f-4c29-bf56-0f0dec99fcc1</p>	<p>Signed by:  11924C812228450...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 79.110.54.102 Signed using mobile</p>	<p>Sent: 3/10/2026 2:24:34 PM Viewed: 3/10/2026 2:25:06 PM Signed: 3/10/2026 2:25:40 PM</p>
<p>Joshua Smith jsmith@pageaz.gov City Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/10/2026 3:18:11 PM ID: 4db116fd-539a-42be-a46e-6a6b970f8aa7</p>		<p>Sent: 3/10/2026 3:01:12 PM Viewed: 3/10/2026 3:18:11 PM</p>
<p>Cindy Scott cscott@pageaz.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/10/2026 2:37:16 PM ID: fc2f5759-a560-4a01-a3be-4e34c96e1a41</p>		<p>Sent: 3/10/2026 2:25:46 PM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<p>James McEvoy jmcevoy@azdot.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Arizona Dept of Transportation:

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

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

To withdraw your consent with Arizona Dept of Transportation

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Council

Presented by:

Steven Kidman, Mayor

Brief Title: LeChee Chapter Meeting Update

Agenda Section: Reports and Announcements **Agenda Sub-category:** Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

N/A

Background:

Mayor will provide information.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Council

Presented by:

Brief Title: Council Liaison Reports on Board Meetings

Agenda Section: Boards and Commissions

Agenda Sub-category: Administrative Report

Action:

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Background:

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Clerk

Presented by:
Steven Kidman, Mayor

Brief Title: Economic Development Advisory Board Appointment — Mark Vecchiarelli

Agenda Section: Boards and Commissions

Agenda Sub-category: Agenda Item

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to appoint Mark Vecchiarelli to the Economic Development Advisory Board with a term ending June 30, 2027.

Background:

There is one (1) vacancy on the Economic Development Advisory Board. The City has received one (1) request from Mark Vecchiarelli to be appointed to the Board.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

- 1. 03 19 2026 Application - Redacted



City of Page | Board Appointment Application

* Required field

Date: *

03/19/2026

Personal Information:

First Name: *

Mark

Last Name: *

Vecchiarelli

Street Address: *

[REDACTED]

P.O. Box: *

[REDACTED]

City: *

Page

State: *

Arizona

Zip: *

86040

Home Phone: *

[REDACTED]

Work Phone:

[Empty field]

Fax:

[Redacted]

Email Address: *

[Redacted]

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

Advisory Boards and Commissions:

- Airport 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: *

30+ years executive level management across manufacturing, product development, marketing, sales and technical support in the hi tech industry. Active involvement in city planning affairs in the Campbell/Los Gatos area in the the Silicon Valley. I believe that I have the necessary background to support both business development and city management objectives making Page a stronger and more resilient community.

Questionnaire for Board Candidates:

Board(s) for which you are applying:

Economic Development and Planning and Zoning

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

Extensive economic background and a deep understanding of municipality finances and fiscal planning. 30+ years of P&L and top line revenue generation responsibility in hi tech.

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

Open and honest communication is important the board should play an unbiased role focusing on specifics related to their charter.

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?

Planning and execution leading to short, medium and long term financial resilience (increasing top line revenue) and continued quality city services for residents and visitors alike.

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

Positives objective analysis accompanied by proactive planning and recommended action. Negatives some recommendations may not be popular.

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

I relocated to this area roughly 4 years ago and continue to be active in the tech community - I was raised in Denver, went to college in Phoenix and graduate school in Malibu, lived in LA, Silicon Valley, Ames and Fort Collins . . . I have a good financial/econ and deep tech background and a reasonable understanding of city/municipality operations. I consider myself an open communicator and a team player.

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

AIRPORT ADVISORY BOARD - This board is comprised of seven (7) Council appointed citizens for staggered three-year terms. The Airport Advisory Board shall act as the advisory board to the Page City Council in the establishment of the rules and regulations, consistent with state and federal aviation authority, as may be necessary or advisable for the operation and management of the municipal airport, the establishment of building sites and to request repair or removal of structures not maintained in accordance with regulations as to construction or location; and other recommendations as may be necessary or advisable for the safe and efficient management, operation, and maintenance of the municipal airport.

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.

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

Mark Vecchiarelli

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

Signed On: 3/19/2026

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Clerk

Presented by:

Brief Title: Special Event Liquor License Application — Glen Canyon Conservancy

Agenda Section: New Business

Agenda Sub-category: Agenda Item

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event Liquor License for Glen Canyon Conservancy.

Background:

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control application for a Special Event Liquor License from the Glen Canyon Conservancy for the Sunset Country Music Festival event taking place on May 30, 2026.

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

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

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. 03 26 2026- Glen Canyon Conservancy - Redacted



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE
APPLICATION FEE \$25.00 PER DAY

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

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Glen Canyon Conservancy

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: _____
I, _____ <input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
Government Official _____ Title _____
On behalf of _____ City, Town, County _____ Signature _____ Date _____

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

Yes No (if no skip to section 3)

If yes, **MUST** attach a letter of explanation/permission/suspension from the licensed location and choose **ONE** option below.

Name of Licensed Location _____ Liquor License Number _____

- Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement. **Letter of suspension required.**
- Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee. **Letter of permission required.**
- Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event. **Letter of suspension required.**
- Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.) **Letter of explanation and permission required.**
- Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – Retailer will be permitted to conduct all normal sales and service of alcohol. **Letter of permission required.**

SECTION 3

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

- 1. Applicant: Moses, Debbie
Last First Middle
- 2. Applicant's mailing address: PO Box 2600, Page, AZ 86040
Street City State Zip
- 3. Applicants home/cell phone: [REDACTED] Non-profit organization phone: 928-660-7885
- 4. Applicant's email address: debbie@canyonconservancy.org
- 5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes (if yes, attach letter of explanation) No

SECTION 4

- 1. Name of non-profit organization: Glen Canyon Conservancy
- 2. Non-Profit/IRS Tax Exempt Number: 74-2429545 Arizona Corporation Commission File #: 01896293
Required Required
- 3. If Out Of State, specify State (Attach letter of good standing): _____
- 4. Special Event Name: Sunset Country Music Festival

SECTION 5

- 5. Event Location Name: John C. Page Memorial Park
- 6. Event Address: 600 S. Navajo Drive, Page, AZ, 86040

SECTION 6

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

1 (one) Number of Police 4 (Four) Number of Security Personnel Fencing Barriers

Must explain security measures: Perimeter of consumption area will have 4' high fencing around the area.

Security at both entrances will only admit adults 21+ with valid ID inside the fenced-in area.

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

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

2. How many special event days have already been issued to this organization during the current year? 0

SECTION 7

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

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	<u>5-30-2026</u>	<u>Saturday</u>	<u>6:00PM</u>	<u>10:00PM</u>
DAY 2	_____	_____	_____	_____
DAY 3	_____	_____	_____	_____
DAY 4	_____	_____	_____	_____
DAY 5	_____	_____	_____	_____
DAY 6	_____	_____	_____	_____
DAY 7	_____	_____	_____	_____
DAY 8	_____	_____	_____	_____
DAY 9	_____	_____	_____	_____
DAY 10	_____	_____	_____	_____

SECTION 8

1. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

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

Special Event Contractor Signature: _____

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

Yes No if yes, Name of Licensee: _____ Liquor License #: _____

3. List the name of the Organization/individual that will receive revenues:

MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

Name: Glen Canyon Conservancy Percentage: 25%

Address: 12 N Lake Powell Blvd Page AZ 86040
Street City State Zip

Name: Historic Brewing Company Percentage: 75%

Address: 4366 E Huntington Dr, Flagstaff, AZ 86004
Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

SECTION 9

Licensed location diagram: The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.



Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and include positions of security personnel.

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

Declaration:

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

Signature: 

SPECIAL EVENT DIAGRAM AND SAFETY PLAN STANDARDS

Diagrams do not need to be overly complicated, they can be hand drawn. However, we do not accept photographs or aerial views that do not show the premises clearly. The diagram should clearly depict the special event area in relation to the entire premises.

Each diagram must include:

- Overview of the location
- The event area clearly outlined with black marker
- Where alcohol will be served/stored
- All entrances and exits
- Where security will be positioned
- Square footage of event area
- Show North, East, South, West

2026 Country Concert Event Map



Events: Team will put up beer garden perimeter.



Legend

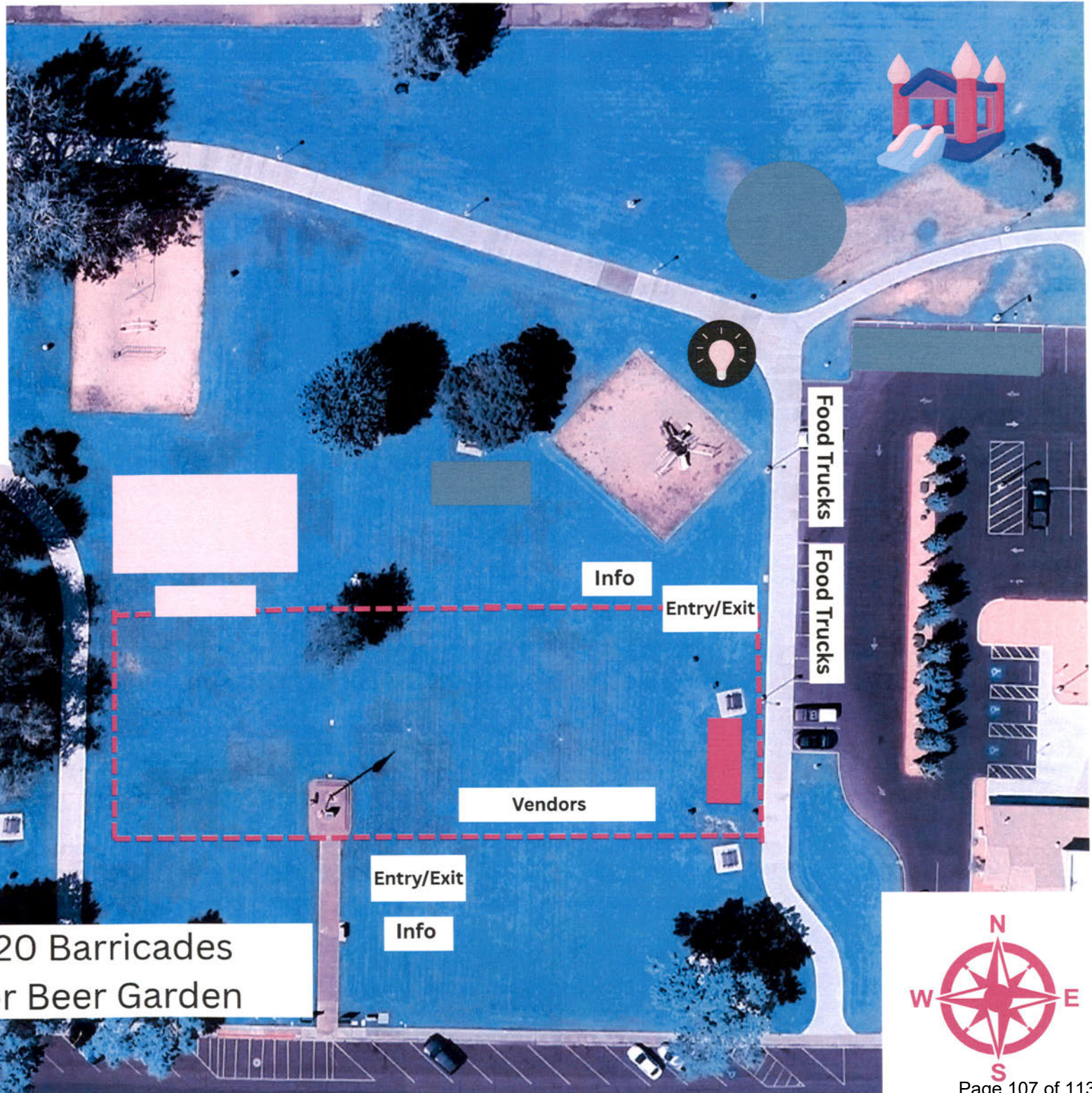
 Stage/Sound

 Beer Garden

 Alcohol sales

 Family Activities

 Telescopic light



Approx. 120 Barricades Needed for Beer Garden



REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Attorney

Presented by:

Josh Smith, City Attorney

Brief Title: Ordinance 751-26: Non-Disclosure Agreements

Agenda Section: New Business

Agenda Sub-category: Ordinance

Action: Ordinance

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Clerk to introduce Ordinance 751-26. Move to adopt Ordinance 751-26.

Background:

At the previous council meeting, council directed staff to prepare an ordinance to insert into the city code a requirement that council approve non-disclosure agreements. Attached is staff's recommended ordinance to accomplish this. Because the city is occasionally required to sign certain specific confidentiality type agreements as they relate to protected health information under HIPPA or agreements to keep criminal history information confidential pursuant to state and federal law, staff recommends that the scope of the city code provision be limited to NDAs relating to land sales or economic development. This seems to be council's intent and will still allow for staff to approve other confidentiality agreements associated with law enforcement, healthcare, and other similar issues.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact: None

Notes:

Attachments:

1. ORDINANCE 751-26 - Nondisclosure agreements

ORDINANCE NO. 751-26

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING SECTION 30.072 OF THE CITY OF PAGE CODE OF ORDINANCES, RELATING TO NON-DISCLOSURE AGREEMENTS.

WHEREAS, the City Council has determined that it is in the interests of the City to amend § 30.072 [RESERVED] of the City Code of Ordinances.

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

Section 1: That Section 30.072 of the City of Page Code of Ordinances is hereby amended as follows:

§ 30.072 [~~RESERVED~~] NON-DISCLOSURE AGREEMENTS.

ONLY THE CITY COUNCIL IS AUTHORIZED TO APPROVE NON-DISCLOSURE OR OTHER CONFIDENTIALITY AGREEMENTS RELATING TO PROPERTY SALES OR ECONOMIC DEVELOPMENT.

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: That the effective date of this Ordinance shall be 30 days from the adoption of this Ordinance.

Section 4: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5: That the City Clerk is authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk is authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with the Page City Code of Ordinances.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this _____ day of April, 2026, by the following vote:

Ayes _____

Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Department: Airport

Meeting Date: April 8, 2026

Presented by:

Lore Davis-McCluskey , Airport Manager

Brief Title: Scope of the Airport Terminal Expansion Project

Agenda Section: New Business

Action: Other

Agenda Sub-category: Agenda Item

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Our FAA Engineer & Program manager recommends we "complete the current expansion plan. If demand increases, and PGA experiences consistent data showing an upward trend, then plan on another expansion in a few years."

Background:

The Terminal Expansion Project was scheduled to begin in March but was delayed to allow the City to determine if they would like to further expand the project to change the secure area seating capacity from 37 passengers to approximately 60 passengers. Per our consultants, the estimated project cost is as follows: \$70k for additional design, \$1,500,000 for additional construction, and \$198,000 construction on-hold delay costs. Our consultants approximate a total of \$2 million for the expanded project (taking into account all factors, such as changes in materials cost) and a delay of at least 6 months. Costs associated with additional construction are unlikely to be reimbursed by the FAA.

Alternatives Considered:

Allow the Terminal Expansion Project to proceed as originally designed. The original project is already funded under an FAA grant.

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes: approximately \$2M in Capital Funds. The Project can be submitted for retroactive reimbursement but it is unclear if the project reimbursement would be approved.

Attachments:
None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: April 8, 2026

Department: City Council

Presented by:

Brief Title: Land Sale Process

Agenda Section: Potential Future Agenda Items

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

TBD

Background:

There have recently been multiple high-profile land sales. Though they happened legally, there have been concerns about their speed and transparency by citizens, the media, and our boards. Would the Council like to review the process and consider revising on a future agenda?

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None