



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
May 27, 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. Community Recognition**
None
- 4. Consent Agenda**
 1. City Council Regular Meeting Minutes - May 13, 2026
 2. City Council and Page Utility Enterprises Joint Special Meeting Minutes - May 13, 2026
 3. City Council Special Meeting Minutes - May 14, 2026
- 5. Hear From The Citizens**
- 6. Reports and Announcements**
 1. Mayor's Reports and Announcements
 2. City Manager's Current Events Summary
- 7. Boards and Commissions**
 1. Council Liaison Reports on Board Meetings
- 8. Unfinished Business**
 1. Presentation by Norris Design on Downtown Project Update
 2. Golf Course Costs Allocation
 3. Potential Assistant City Manager Position
- 9. New Business**
 1. Legislative Update Provided by Tom Dorn from Dorn Policy Group
 2. Intergovernmental Mutual Aid Agreement for Fire Protection - Big Water
 3. Resolution 1342-26 - Amendments to City Personnel Policy
 4. Resolution 1344-26 - FY 2027 Preliminary Budget Adoption
- 10. 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 Revenue Management and Buyback Provisions
 2. Beautification Grant Matching Funds Program and Business Facade Improvement Initiative

3. Restoration of Bi-Annual Bulk Waste Collection Service

11. Executive Sessions

1. EXECUTIVE SESSION

A.R.S. § 38-431.03 (A)(4) The City Council may vote to go into Executive Session for the purpose of discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations.

Resolution 1343-26 - Development Agreement with Premium Builders

Adjourn

Next Regular Meeting: Wednesday, June 10, 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 Clerk**Meeting Date:** May 27, 2026**Presented by:**

Cindy Scott, City Clerk

Brief Title: City Council Regular Meeting Minutes - May 13, 2026**Agenda Section:** Consent Agenda**Action:** Motion**Agenda Sub-category:** Minutes**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the regular City Council Meeting minutes for May 13, 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. 05 13 2026 Reg Min



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
May 13, 2026**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 13th day of May 2026, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors Kenna Hettinger (Via Zoom), Amanda Hammond (via Zoom), Tom Preller, John Kocjan, and Debi Roundtree were present. There was a moment of meditation. Mayor Kidman 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 Chief, Tim Lange; Community Services Director, Debbie Winlock; Management Analyst, Robin Crowther; Deputy City Clerk, Adrienne Weller; and City Clerk, Cindy Scott.

COMMUNITY RECOGNITION

Page High School Choir Director Lynda Nolan presented the Music State Champions.

CONSENT AGENDA

Substance Abuse Task Force Resignation – Ricky Cottrell

City Council Regular Minutes – April 22, 2026

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

PUBLIC HEARINGS

Liquor License – Lake Powell Bar and Grill

Mayor Kidman opened the Public Hearing.

Proponents: None.

Opponents: None.

Mayor Kidman closed the Public Hearing.

HEAR FROM THE CITIZENS

No citizens addressed the City Council at this time.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

Comments About the 2nd Grade Field Trip

Mayor Kidman provided information.

Update on North Rim Rebuild

Mayor Kidman provided information.

Page City Council Regular Meeting – May 13, 2026

CITY MANAGER'S CURRENT EVENTS SUMMARY

City Manager Marbury provided information about the upcoming events and asked Vice Mayor Farrow to provide sentiments in honor of National Police Week.

BOARDS AND COMMISSIONS

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

Councilor Roundtree, Councilor Hettinger, Vice Mayor Farrow, and Mayor Kidman gave updates.

NEW BUSINESS

Liquor License – Lake Powell Bar and Grill

Motion was made by Councilor Preller to approve the Liquor License for Lake Powell Bar and Grill. The motion was seconded by Councilor Kocjan and passed unanimously upon a vote.

Special Event Liquor License Application — Grand Circle Arts Alliance

There was discussion.

Motion was made by Vice Mayor Farrow to approve the Arizona Department of Liquor Licenses and Control Applications for a Special Event Liquor License for Grand Circle Arts Alliance. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Protecting the Future of Recreation on Red Mesa

Paul Baughman and Banks Chisum addressed the City Council.

There was discussion.

Motion was made by Councilor Roundtree to move this future of the Red Mesa to Parks and Recreation and Zoning, if it needs to be, and for them to bring back a proposal and look at it and address it in steps. The motion failed due to lack of a second.

Discussion continued.

Motion was made by Councilor Hammond to direct staff to evaluate all of the Parks and Recreational spaces within the City and come back to Council with a plan. The motion was seconded by Councilor Hettinger.

Discussion continued.

The motion failed unanimously upon a vote.

Discussion continued.

Motion made by Councilor Hammond to direct staff to evaluate the parks and recreational spaces being used in those purposes and bring back their recommendations to protect those spaces in the future for the recreational value of our citizens. The motion was seconded by Councilor Preller. The motion passed with Mayor Kidman, Vice Mayor Farrow, Councilor Hammond, Councilor Preller, and Councilor Hettinger in favor. Councilor Roundtree and Councilor Kocjan were opposed.

Page City Council Regular Meeting – May 13, 2026

FUTURE AGENDA ITEMS

Implement Airport Landing Fees

Mayor asked the City Clerk to read the background information.

Staff directed to add this item to a future agenda.

ADJOURN

The meeting was adjourned at 6:19 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 13th day of May 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of May 2026

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** May 27, 2026**Presented by:**

Cindy Scott, City Clerk

Brief Title: City Council and Page Utility Enterprises Joint Special Meeting Minutes - May 13, 2026**Agenda Section:** Consent Agenda**Action:** Motion**Agenda Sub-category:** Minutes**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the City Council and Page Utility Enterprises Joint Special Meeting Minutes for May 13, 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. 05 13 2026 Joint Spec PUE Min



**PAGE CITY COUNCIL &
PAGE UTILITY ENTERPRISES (PUE)
JOINT SPECIAL MEETING MINUTES
MAY 13, 2026**

A Joint Special Meeting of the Page City Council and Page Utility Enterprises (PUE) was held at 4:30 p.m. on the 13th day of May 2026, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors Kenna Hettinger (via Zoom), Tom Preller, John Kocjan, and Debi Roundtree were present. Councilor Amanda Hammond was excused.

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

PUE Board Members present: Chair Tony Ferrando and Members Jeff Jones, Alan Nelson, Tom Geiger, and Charles Straub.

Staff members present: City Manager, Frank Marbury; City Attorney, Joshua Smith; IT Director, Kane Scott; Finance Director, Linda Watson; PUE General Manager, Bryan Hill; Management Analyst, Robin Crowther; PUE Executive Secretary/Office Manager, Donna Roberts; PUE Finance Director, Catherine Foley; Deputy City Clerk, Cassie Scott; Deputy City Clerk, Adrienne Weller; and City Clerk, Cindy Scott.

ITEMS FOR BUSINESS

Page Utility Enterprises Fiscal Year 2026-2027 Budget

PUE Board Chair Tony Ferrando introduced Bryan Hill to present the recommended budget to the Council.

There was discussion.

Motion was made by Vice Mayor Farrow to accept the budget as presented. The motion was seconded by Councilor Roundtree and passed unanimously, by all members present, upon a vote.

ADJOURN

The meeting was adjourned at 5:17 p.m.

Cindy Scott, City Clerk

Steven R. Kidman, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 13th day of May 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of May 2026

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Clerk**Meeting Date:** May 27, 2026**Presented by:**
Cindy Scott, City Clerk**Brief Title:** City Council Special Meeting Minutes - May 14, 2026**Agenda Section:** Consent Agenda**Action:** Motion**Agenda Sub-category:** Minutes**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the special City Council Meeting minutes for May 14, 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. 05 14 2026 Spec Min



**PAGE CITY COUNCIL
SPECIAL MEETING MINUTES
May 14, 2026**

A Special Meeting of the Page City Council was held at 8:00 a.m. on the 14th day of May 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 (via Zoom), Tom Preller, John Kocjan, and Debi Roundtree were present.

Mayor Kidman called the meeting to order at 8:04 a.m.

Staff members present: City Manager, Frank Marbury; City Attorney, Joshua Smith; IT Director, Kane Scott; Police Chief, Tim Lange; Assistant Police Chief, Larry Jones; Fire Chief, Jeff Reed; Finance Director, Linda Watson; Airport Director, Lore Davis-McCluskey; Public Information Officer, Adam Geller; Community Services Director, Debbie Winlock; Horseshoe Bend Manager, Deb-b Ketchersid; Horseshoe Bend, Stephanie Gishie; Human Resources Director, Rachell French; Development Services Director, Sylvia Shaffer; Lake Powell Golf Course Manager, Jake Hunter; Finance Analyst, Aspen Lindsey; Grant Specialist, Ann Baldwin; Management Analyst, Robin Crowther; and City Clerk, Cindy Scott.

ITEMS FOR BUSINESS

City of Page Preliminary Budget for Fiscal Year 2027

City Manager Marbury and Staff presented the proposed budget.
There was discussion.

Mayor Kidman requested a brief break at 9:30 a.m.
Mayor Kidman reopened the meeting at 9:40 a.m.

Presentation and discussion continued.

Mayor Kidman adjourned for a lunch break at 11:22 a.m.
Mayor Kidman reopened the meeting at 11:52 a.m.
Councilor Roundtree returned to the Dias at 11:56 a.m.

Presentation and discussion continued.

Mayor Kidman requested a brief break at 2:20 p.m.
Mayor Kidman reopened the meeting at 2:29 p.m.
Councilor Roundtree left the meeting at 3:44 p.m.

ADJOURN

The meeting was adjourned at 4:07 p.m.

Page City Council Special Meeting – May 14, 2026

Cindy Scott, City Clerk

Steven R. Kidman, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Special Meeting, held on the 14th day of May 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 27th day of May 2026

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Meeting Date:** May 27, 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**Department:** City Attorney**Meeting Date:** May 27, 2026**Presented by:**

Frank Marbury, City Manager

Brief Title: Presentation by Norris Design on Downtown Project Update**Agenda Section:** Unfinished Business**Action:** Other**Agenda Sub-category:** Presentation**PowerPoint Needed?:** Yes

Request for Council Action

Recommended Action:

No action needed.

Background:

Update by Norris Design on Downtown Project status.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Norris Design Downtown Beautification



AGENDA

PURPOSE: UPDATE ON THE DOWNTOWN BEAUTIFUL
REVITALIZATION PROJECT

- 01 Introduction + Overall Project Timeline
- 02 Public Engagement #2 Summary
- 03 Next Steps: Public Engagement #3 and Plan for A

01

INTRODUCTION + PROJECT TIMELINE

INTRODUCTION + PROJECT TIMELINE



Over

May 20

September 2025 - July 20

August 2026 - April 20

2027 - 20

02

PUBLIC ENGAGEMENT #2

PROJECT SCHEDULE - WHERE WE ARE NOW

3 STAGES OF PUBLIC ENGAGEMENT + OUTREACH

Public Engagement #1

Goals:

- +Share the 'Kit of Parts'
- +Share Project Objectives
- +Get Community Feedback on Visual Preferences
- +Get Community Preferences on Locations

Public Engagement #2

Goals:

- +Share Two Plan Options
- +Get Community Feedback on the strengths of weaknesses of each plan

PUBLIC ENGAGEMENT #2 SUMMARY

MORE ROBUST OUTREACH

PE#2

6
IN PERSON
EVENTS

532
RESPONSES
TO PUBLIC
SURVEY

PE#1

1
IN PERSON

294
RESPONSES

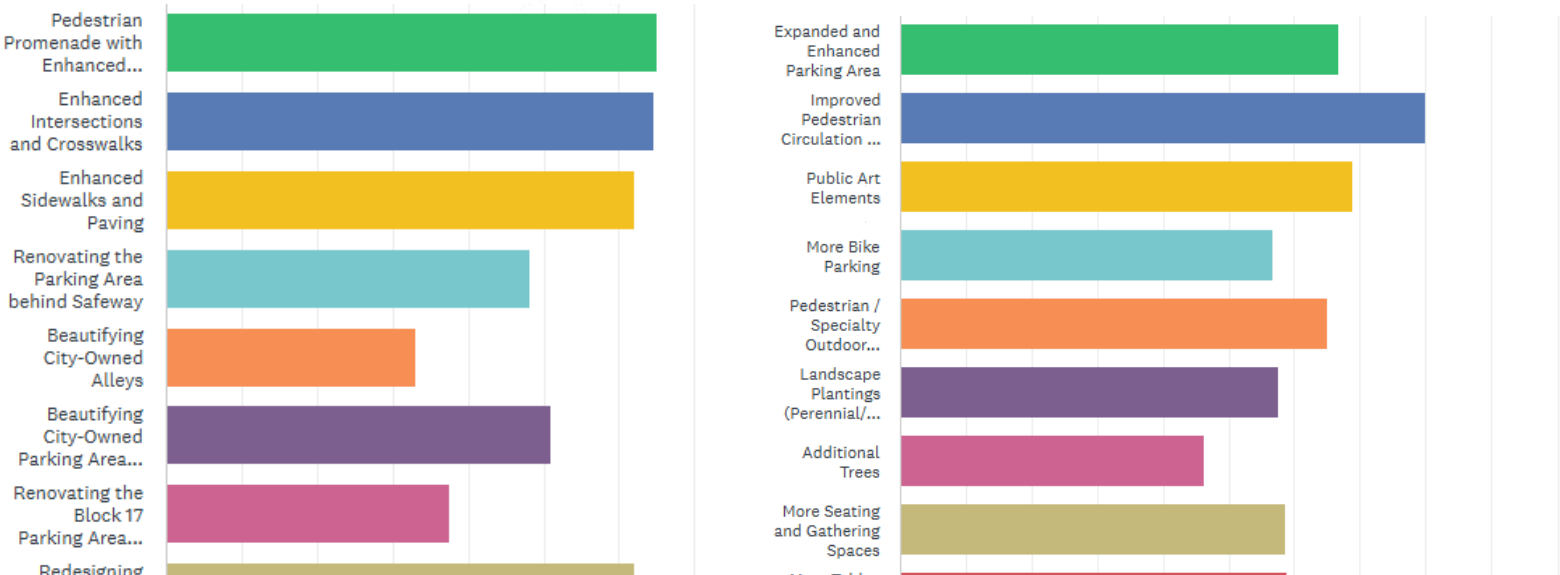
WHAT WE'VE LEARNED SO FAR

BUSINESS STAKEHOLDER OUTREACH



Downtown Page Business Owner Questionnaire



WHAT WE'VE LEARNED SO FAR

VISITOR OUTREACH



Downtown Page Visitor Questionnaire



PE#2 | WHAT WE SHARED

RANGE OF OPTIONS - LIGHTEST TOUCH TO MORE ROB

A

BLOCK 17 OPTION A - BASELINE ENHANCEMENT

Cost Rating: \$\$\$

KEY IDEAS:

- MOST SIMILAR TO EXISTING WHILE ALSO BRINGING AREA UP TO CURRENT CITY OF PAGE CODE STANDARDS
- MAKES PARKING SPACES CODE COMPLIANT
- ADDS CODE REQUIRED LANDSCAPE
- ADDS SIDEWALK CONNECTION FROM NORTH NAVAJO TO DAM PLAZA
- DEDICATED RV SPACES ARE GROUPED IN PARKING AREA AT NORTH NAVAJO DRIVE AND 6TH AVENUE

PARKING QUANTITIES

NORTH BLOCK 17 Existing: 252, including 3 Pull-through RV Option A: 205, including 12 Pull-through RV	WEST BLOCK 17 Existing: 37 Option A: 44
SOUTH BLOCK 17 Existing: 131 Option A: 99	EAST BLOCK 17 Existing: 41 Option A: 45

PLEASE NOTE: A PARKING STUDY WILL BE CONDUCTED SO THAT FINAL PARKING COUNTS MEET THE NEEDS OF BUSINESSES

LEGEND

- Widened/Enhanced Sidewalk
- Specialty Roadway Paving
- Low Water Landscape Area
- Laydown Yard for Redd's Ace
- Enhanced Crosswalk
- Screen/Decorative Panels
- Improved Existing Banner
- Improved Existing Lighting
- New Lighting with Banners
- Information Kiosk
- Wayfinding Signage
- Public Art
- Existing Trees
- New Trees



B

BLOCK 17 OPTION B - STRATEGIC IMPROVEMENTS

Cost Rating: \$\$\$

KEY IDEAS:

- WIDENS SIDEWALK AROUND DAM PLAZA TO CREATE A MORE WALKABLE AREA AND MORE OUTDOOR SPACE FOR BUSINESSES
- MAKES PARKING SPACES CODE COMPLIANT
- ADDS CODE REQUIRED LANDSCAPE
- ADDS SIDEWALK CONNECTION FROM NORTH NAVAJO TO DAM PLAZA
- DEDICATED RV SPACES ARE PARALLEL SPOTS ALONG 6TH AVENUE
- ADDS PLAZA SPACE THAT MAINTAINS EAST WEST DRIVE AISLES AND REDIRECTS CAR TRAFFIC FROM N NAVAJO DRIVE

PARKING QUANTITIES

NORTH BLOCK 17 Existing: 252, including 3 Pull-through RV Option B: 199	WEST BLOCK 17 Existing: 37 Option B: 18, including 5 RV
SOUTH BLOCK 17 Existing: 131 Option B: 140	EAST BLOCK 17 Existing: 41 Option B: 52

PLEASE NOTE: A PARKING STUDY WILL BE CONDUCTED SO THAT FINAL PARKING COUNTS MEET THE NEEDS OF BUSINESSES

LEGEND

- Widened/Enhanced Sidewalk
- Specialty Roadway Paving
- Low Water Landscape Area
- Shade Structure
- Laydown Yard for Redd's Ace
- Enhanced Crosswalk
- Screen/Decorative Panels
- Improved Existing Banner
- Improved Existing Lighting
- New Lighting with Banners
- Information Kiosk
- Wayfinding Signage
- Public Art
- Existing Trees
- New Trees



DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT



DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT

PE#2 | WHAT WE HEARD

MOST VOTES: OPTION C: STRATEGIC IMPROVEMENTS



PE#2 | WHAT WE SHARED

RANGE OF OPTIONS - LIGHTEST TOUCH TO MORE ROB

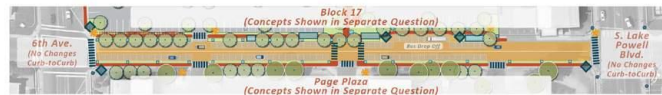
A

ELM STREET OPTION A - PLAZA STREET

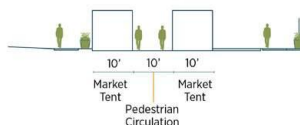
Cost Rating: \$\$\$

KEY IDEAS:

- ENHANCED STREET IMPROVES PLAZA EXPERIENCE ON DAYS WHEN STREET IS USED FOR EVENTS AND MARKETS
- KEEPS TWO 15' LANES ON ELM
- MAINTAINS A DROP-OFF/PICK-UP AREA FOR TOUR BUSES, SHUTTLES AND CITY PUBLIC TRANSIT
- SCREENS EXISTING PARKING WITH DECORATIVE PANELS
- ADDS SHADE STRUCTURES AND SHADE TREES

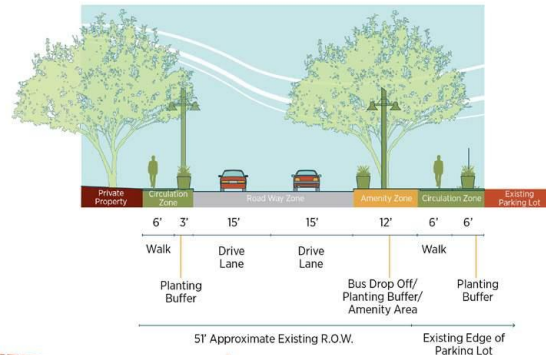


MARKET DAY SECTION



LEGEND

- Widened/Enhanced Sidewalk
- Specialty Roadway Paving
- Low Water Landscape Area
- Shade Structure
- Market Tent
- Enhanced Crosswalk
- Screen/Decorative Panels
- Signature Landscape
- Improved Existing Lighting
- New Lighting with Banners
- Information Kiosk
- Wayfinding Signage
- Public Art
- Existing Trees
- New Trees



PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT



DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

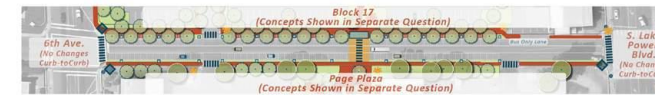
B

ELM STREET OPTION B - QUICK STOP TRANSIT HUB

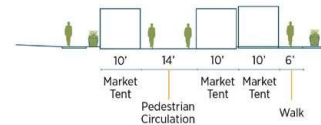
Cost Rating: \$\$\$

KEY IDEAS:

- NORTH SIDE OF ELM STREET IS THE MAIN HUB FOR TOURIST AND PAGE RESIDENTS DROP-OFFS AND PICK-UPS
- ADDS LANE DEDICATED TO TOUR BUSES, SHUTTLES, CITY OF PAGE PUBLIC TRANSIT
- KEEPS TWO 11' LANES ON ELM
- CREATES SPACE FOR 32 ADDITIONAL TENTS IN EVENTS
- ADDS A MULTI-USE 10-FT PATH AND PLANTING AREA
- ADDS SHADE STRUCTURES AND SHADE TREES

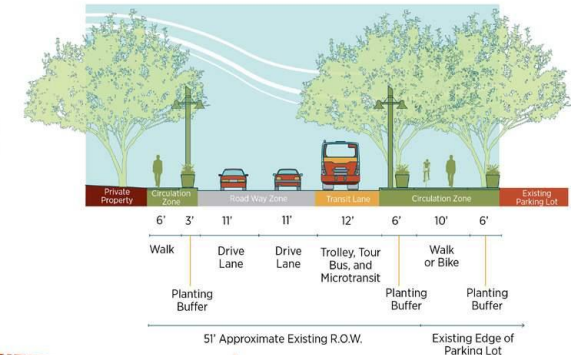


MARKET DAY SECTION



LEGEND

- Widened/Enhanced Sidewalk
- Specialty Roadway Paving
- Low Water Landscape Area
- Shade Structure
- Market Tent
- Enhanced Crosswalk
- Signature Landscape
- Improved Existing Lighting
- New Lighting with Banners
- Information Kiosk
- Wayfinding Signage
- Public Art
- Existing Trees
- New Trees



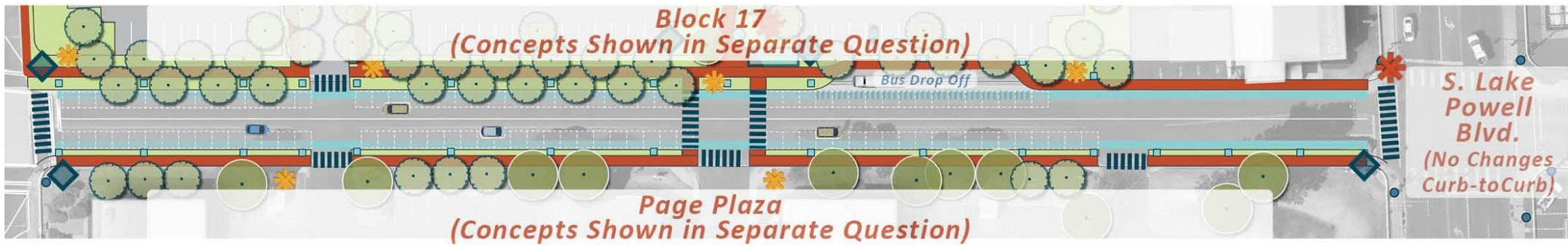
DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT

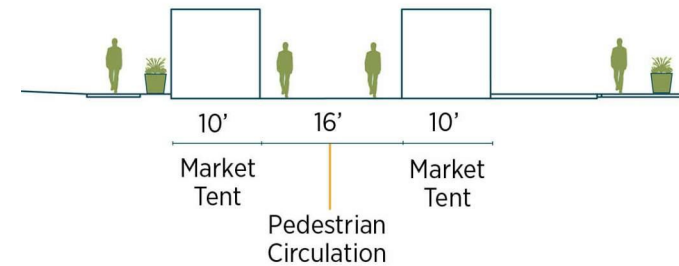


PE#2 | WHAT WE HEARD

MOST VOTES: OPTION C: SHARED MOBILITY WAY



MARKET DAY FUNCTION



PE#2 | WHAT WE SHARED

RANGE OF OPTIONS - LIGHTEST TOUCH TO MORE ROB

A

PAGE PLAZA AND JOHN C PAGE PARK OPTION A - STRATEGIC IMPROVEMENTS Cost Rating: \$\$\$

KEY IDEAS:

- IMPROVES SIDEWALKS FROM ELM STREET TO PAGE PLAZA BUSINESSES
- CREATES PUBLIC SPACE ON 6TH AVENUE SIDE OF PAGE PLAZA
- CREATES AREA FOR FUTURE COMMERCIAL OR VISITOR SPACE ON N. NAVAJO DR.
- ENHANCES EXISTING CROSSWALK FROM HIGH SCHOOL TO PARK AT S. NAVAJO DR.
- DEDICATED RV SPACES AND ADDED PARKING IN THE PAGE PLAZA ALLEY
- EXISTING PARK PUBLIC RESTROOM BUILDING OPENED AND CONNECTED TO PARK
- IMPROVED STREETScape ALONG 6TH AVE, INCLUDING ADDED PLANTING AND TREES
- WIDENED SIDEWALKS AND ACCESS ALONG CENTRAL DRIVEWAY FOR PAGE PLAZA
- EMPTY SITE PRESERVED FOR FUTURE COMMERCIAL/ RETAIL BUILDING

LEGEND

- | | |
|---------------------------|----------------------------|
| Widened/Enhanced Sidewalk | Improved Existing Lighting |
| Specialty Roadway Paving | New Lighting with Banners |
| Low Water Landscape Area | Wayfinding Signage |
| Shade Structure | Public Art |
| Enhanced Crosswalk | Existing Trees |
| Screen/Decorative Panels | New Trees |
| Improved Existing Banner | |



DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT

B

PAGE PLAZA AND JOHN C PAGE PARK OPTION B - PEDESTRIAN PROMENADE Cost Rating: \$\$\$

KEY IDEAS:

- EXTENDS PEDESTRIAN PROMENADE CONCEPT THROUGH PARKING AND INTO PARK
- CREATES PLAZA IN UNUSED RETAIL AREA
- EXTENDS PLAZA STREET CONCEPT INTO CENTRAL DRIVEWAY MAKING IT A PEDESTRIAN ONLY AREA
- TRANSFORMS PARK HILL TO CONCERT AREA WITH CONCERT PAVILION ON PROMENADE
- ADDS PARKING SPACES NEAR SKATE PARK
- ADDS RAISED CROSSING FOR STUDENTS ON S. NAVAJO DR.
- ADDS SIDEWALK CONNECTION FROM NORTH NAVAJO TO DAM PLAZA
- MURALS ADDED TO BACK OF PAGE PLAZA BUILDINGS
- ALLEY FUNCTIONS FOR BUSINESSES BUT HAS BEAUTIFICATION ELEMENTS SUCH AS ORGANIZED AND SCREENED DUMPSTERS

LEGEND

- | | |
|---------------------------|----------------------------|
| Widened/Enhanced Sidewalk | Improved Existing Lighting |
| Specialty Roadway Paving | New Lighting with Banners |
| Low Water Landscape Area | Wayfinding Signage |
| Shade Structure | Public Art |
| Enhanced Crosswalk | Existing Trees |
| Screen/Decorative Panels | New Trees |
| Improved Existing Banner | |



DOWNTOWN BEAUTIFICATION & REVITALIZATION PROJECT

PUBLIC ENGAGEMENT # 2 CONCEPTS
FEBRUARY 26, 2026 DRAFT

PE#2 | WHAT WE HEARD

MOST VOTES: OPTION B: PEDESTRIAN PROMENADE



03

NEXT STEPS

PUBLIC SCOPING STRATEGY

Develop Preferred Plan

Goals:

- +Incorporate PE#2 Feedback into Design Options**
- +Integrate Site Survey**
- +Parking Study**
- +Continued Stakeholder Outreach**

Public Engagement #3

Goals:

- +Share Preferred Plan**
- +Get final Community Feedback on the Preferred Plan**
- +Present Plan to City Council for Approval**

--

BACK-UP INFORMATION

PE#1 OUTCOMES

Public Engagement # 1 - COMPLETE

Public Engagement #1

Goals:

- +Share the 'Kit of Parts'
- +Share Project Objectives
- +Get Community Feedback on Visual Preferences
- +Get Community Preferences on Locations

CITY OF
Page
ARIZONA

**DOWNTOWN
BEAUTIFICATION PROJECT**
PUBLIC ENGAGEMENT #1 TOWN HALL - 10/07/2025

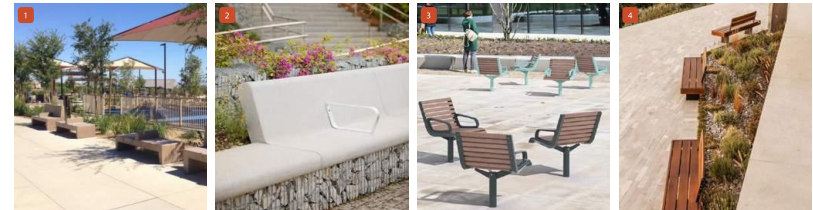


STRUCTURES

EDA FEDERAL
GRANT ITEMS:

MAIN PLAZA STAGE WITH
SHADE STRUCTURE

RAMADAS



SEATING & GATHERING

EDA FEDERAL
GRANT ITEMS:

SEAT WALLS

BENCHES



TABLES & GATHERING

EDA FEDERAL
GRANT ITEMS:

TWO-TOP TABLES

PICNIC TABLES



SCAN THIS QR CODE TO
VISIT THE WEBSITE AND

PE#1 OUTCOMES

Public Engagement # 1 - What We Learned



PE#1 OUTCOMES

Public Engagement # 1 - What We Learned



INTRODUCTION + PROJECT TIMELINE

Funded 'Kit-of-Parts'

FEDERAL EDA GRANT FUNDS INCLUDE:

MAIN
PLAZA
STAGE WITH
SHADE
STRUCTURE

VENDING
KIOSK

SEAT WALLS

TREE GRATES

DRINKING
FOUNTAINS

EV CHARGING
STATIONS

ENHANCED
STREET
CORNER
ZONES

COLORLED/
STAMPED
PAVING

PEDESTRIAN
+ VEHICULAR
PAVERS

CITY OF PAGE FUNDS INCLUDE:

MAJOR
ENTRY
MONUMENT

RAMADAN
WITH PICNIC
TABLES

TWO-TOP
TABLES

BICYCLE
RACKS

PET WASTE
STATIONS

WAYFINDING
SIGNAGE

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Manager**Meeting Date:** May 27, 2026**Presented by:**

Frank Marbury, City Manager

Brief Title: Golf Course Costs Allocation**Agenda Section:** Unfinished Business**Action:** Motion**Agenda Sub-category:** Agenda Item**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Staff direction on amounts and methods to accommodate PUE budget request if that is Councils desire.

Background:

PUE chairman, Tony Ferrando, has requested Council move the costs of irrigation infrastructure and Golf Course peer costs from fund 52 to the City starting in the FY 26 27 budget; The total costs are approximately \$167,000.00; The details are included in the attached letter.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:**Attachments:**

1. Tony Ferrando PUE letter 01 14 2026

From the Desk of Tony Ferrando
P.O. Box 897
Page, AZ 86040
928.640.2732
tonysdridoc@gmail.com

January 14, 2026

Mayor and City Council of Page, Arizona,

For many years Waste Water Utility (Sewer Fund 52) has funded the Golf Course Irrigation infrastructure and upper golf course pumping power costs. Examples of this extraordinary support are irrigation stations, pump building maintenance, out-of-town consulting support, controls and drive systems, computer hardware, software & software support, piping, valves, sprinklers etc. & etc. The historic arguments for this practice have been to assist the Golf Course with operational losses as well as the Utility's need to dispose of the effluent water.

Normal Utility operating practice would simply make use of portable water cannons and pump the effluent from the lower pump house. The Utility would primarily distribute water on the old lower golf course and only occasionally using areas of the upper golf course as needed to dispose the class A effluent into the desert. This practice would allow Page the full benefit of the recharge credit. The cost of power for the upper pump stations & the cost of the complex/sophisticated Irrigation equipment required to maintain fairway grass and golf course greens acts to distort the true cost of operating both the Waste Water Utility and Lake Powell National Golf Course. Also, please consider the Golf Course is being provided with free water that would add up to over a few hundred thousand a year per Council Approved Rates. (50% of potable water cost).

Accordingly, PUE Board proposes Page City Council consider moving the costs of irrigation infrastructure & Golf Course power costs from Fund 52 to LPNGC starting FY 26/27 Budget. The Irrigation infrastructure costs are approximately \$95,000 per year, and power costs for the upper pumping stations and controls are approximately \$72,000 (total of \$167,000).

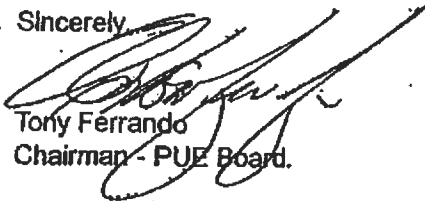
The Board suggests this move would better represent the true costs of operations for both the Golf Course and the Waste Water Utility and help defer a future rate increase to the Waste Water Utility customers. During the regularly scheduled PUE Board meeting conducted on January 13, 2026, the Board voted unanimously to ask Page City Council to consider these proposed Budget Changes for FY 26/27.

The numbers below are from the attached sheet showing breakdowns as discussed.

- 2023-2024 cost for the above items totaled \$512,086.00 including the cost of free effluent water.
- 2024-2025 cost to date is \$470,982.00 including the cost of free effluent water.

Thank you in advance for considering the Board's request. Please contact us with any questions regarding this proposal.

Sincerely,


Tony Ferrando
Chairman - PUE Board.

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Manager**Meeting Date:** May 27, 2026**Presented by:**

Frank Marbury, City Manager

Brief Title: Potential Assistant City Manager Position**Agenda Section:** Unfinished Business**Action:** Other**Agenda Sub-category:** Agenda Item**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Include the Assistant City Manager position in the FY27 budget

Background:**Background and Organizational Context**

The City of Page currently operates with a Council-Manager form of government and a complex operational structure that includes tourism operations, airport operations, public safety, major capital programs, and extensive visitor infrastructure responsibilities.

Council Appoints 5 positions, one of which is City Manager. The manager is responsible for the following 11 departments: Police, Fire, Public Works, Airport, Human Resources, Finance, Development Services, Communication and Tourism, Information Technology, Horseshoe Bend, and the Golf Course. Including administrative staff, the manager directly supervises 12 employees. In addition, the manager is responsible for the operation of 9 of the 10 boards and commissions.

The current structure has a very broad span of control at the executive level with no redundancy. While this organization functions well operationally, it limits Page's ability to provide strategic oversight, allows for cross-department coordination, and limits long-range planning. Much of the manager's time is consumed by operational coordination and day-to-day issue management.

The Manager is responsible for 205 employees and a budget of over \$87 million. While the official population of Page is around 7,500, the size of the government and the number of tourists creates a structure that would be more representative of a city with a population over 35,000. A second executive tier is more common than not in cities with similar structures.

Adding an Assistant City Manager (ACM) will create additional capacity for strategic initiatives, special projects, operational alignment, and proactive management. The current structure was appropriate for a smaller organization, but along with the increases in tourism and needs of the City, there is a much broader range of service demands. The executive structure should evolve accordingly.

Recommended Organizational Structure

Recommended direct reports to the City Manager:

Assistant City Manager, Police Chief, Fire Chief, Public Works Director, Finance Director, Human Resources Director, Airport Director, and Management Analyst.

Recommended departments reporting to the Assistant City Manager:

Community Services, Development Services, Communications & Tourism, Information Technology,

In addition, recommended Public Works structure: Streets, Facilities, Fleet, Cemetery, Horseshoe Bend, Golf Course

Strategic Rationale for Assistant City Manager Position

The recommendation for an Assistant City Manager position is based on organizational maturity and increasing operational complexity rather than workload concerns alone. The City of Page now functions more like a destination-oriented regional municipality than a traditional small town due to: Airport operations, destination tourism management, major visitor infrastructure, public safety operations, capital project delivery, regional coordination, and economic development activity. The ACM position would: Improve executive coordination, increase organizational resiliency, improve succession planning, enhance administrative integration, improve accountability and responsiveness, while allowing the City Manager to remain strategically focused.

Recommended Qualifications

Master of Public Administration or equivalent experience, experience in budgeting, personnel management, organizational coordination, strategic planning, and policy implementation. The ideal candidate would possess a collaborative leadership style and have skills that complement the City Manager rather than simply duplicating the position.

Summary

The City of Page has evolved into an organization with operational and administrative complexity that significantly exceeds what its resident population alone would suggest. With approximately 205 employees, 9 boards and commissions, an annual budget of approximately \$87 million, substantial tourism activity, major operational and infrastructure responsibilities, regional coordination, and a growing need for interdepartmental coordination, the current executive structure has reached a point where additional executive capacity is warranted. Establishing an Assistant City Manager position would improve organizational alignment, strengthen coordination between departments, enhance succession planning and continuity of operations, and provide greater capacity to implement Council priorities, strategic initiatives, and long-range planning efforts while maintaining efficient day-to-day operations.

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:** May 27, 2026**Department:** City Manager**Presented by:****Brief Title:** Legislative Update Provided by Tom Dorn from Dorn Policy Group**Agenda Section:** New Business**Agenda Sub-category:** Presentation**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

This item is for informational purposes only. No formal City Council action is required.

Background:

Tom Dorn, President of Dorn Policy Group, Inc., serves as the state legislative consultant and contract lobbyist for the City of Page. Mr. Dorn provides strategic government relations and representation for the City at the state capital in Phoenix. He will present a general briefing on active state legislation affecting municipal operations.

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:** May 27, 2026**Department:** City Attorney**Presented by:****Brief Title:** Intergovernmental Mutual Aid Agreement for Fire Protection - Big Water**Agenda Section:** New Business**Agenda Sub-category:** Agreement/Contract**Action:** Motion**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Move to approve the Mutual Aid Agreement for Fire Response with Big Water.

Background:

This agreement with Big Water is for mutual aid for fire disasters or emergencies. The parties are only required to provide mutual aid when and if they determine that they have available equipment/staff to assist. Neither party will pay the other for any assistance.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact: unknown

Notes:**Attachments:**

1. Big Water and Page IGA for Fire and EMS

**INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID IN FIRE RESPONSE
BETWEEN THE TOWN OF BIG WATER AND THE CITY OF PAGE**

This Intergovernmental Agreement is made as of _____, 2026 by and between the Town of Big Water ("Big Water"), a municipal corporation and political subdivision of the State of Utah, and the City of Page ("Page"), a city established under the laws of the State of Arizona (collectively the "Parties"), pursuant to authority granted to each entity under Arizona Revised Statutes § 11-952, and Utah Code § 11-13-201, *et. seq.* This agreement may be considered a mutual aid agreement, cooperative agreement, or memorandum of understanding between the Parties.

WHEREAS, the Town of Big Water, Utah, and the City of Page, Arizona, desire to enter into this mutual aid agreement with respect to structure and non-structure fire response as authorized by Arizona Revised Statutes 11-952, and by Utah Code Sections 11-13-201 *et. seq.*;

WHEREAS, the aforementioned Parties are experiencing increased common problems in those areas adjoining their contiguous borders, which require mutual cooperation between the Parties; and

WHEREAS, it is desirable that each of the Parties hereto should voluntarily assist each other on an "as needed" basis in the event of fire disasters or fire emergencies by the interchange of fire responses; and

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

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

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

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

SECTION 1. Definitions

- a) "Party" means each of the governmental entities named in the preamble hereinabove or such entities acting by their respective fire departments, if the context so requires.
- b) "Requesting Party" means any party requesting assistance in response to a structure or non-structure fire from any other Party.

- c) "Assisting Party" means any Party providing a response for a structural or non-structure fire to a Requesting Party.
- d) "Chief" or similar title means that person who is a department or agency head with responsibility for the management of fire response within their jurisdiction, or his/her duly authorized representative having the primary responsibility for the management of fire response within their jurisdiction or territory, whether designated by appointment or election.

SECTION 2. Purpose.

The purpose of this agreement is to obtain maximum efficiency in cooperative fire operations through mutual aid and assistance within each Party's jurisdiction pursuant to a request made by the Chief of the Requesting Party.

SECTION 3. Consent to Extension of Fire Authority.

To the extent permitted by law, the Parties agree that the employees or volunteers of an Assisting Party may provide mutual aid in the event of fire emergencies when requested by the Chief of the Requesting Party as set forth in Section 4.

In all instances of assistance, the Assisting Party shall render any such assistance as it can give consistent with its own fire needs at the time. Each Party agrees that this agreement does not create any substantive or procedural right in favor of any third party; nor does it create a duty to respond not otherwise imposed by applicable law. This agreement shall not be binding upon, nor inure to the benefit of or establish any cause of action for, any person or entity not a party hereto.

Neither Party is required to render aid to the other. The Chief or Chief's designee of the Requesting Party shall be the sole judge of how much assistance is needed, and the Chief or Chief's designee of the Assisting Party shall have the sole discretion to determine the level and amount of resources, including equipment and personnel, to be devoted in response to the requested assistance; and neither Party is in any way liable to the other or to any other person, firm, agency, or corporation for the determination to provide or not to provide, or to limit the amount of assistance provided in response to a request.

SECTION 4. Requests.

Requests for Mutual Aid shall be made through presently established communications systems. All requests for assistance shall be made to the Chief or Chief's designee of the Assisting Party. Responses to requests for fire mutual aid outlined in this agreement shall be limited to that area included within the Requesting Party's jurisdiction or territory in Utah or Arizona and within those two states.

A firefighter from the state of the Assisting Party, when responding to a request for assistance under this Section, is not assigned to a fire response duty in the state of the Requesting Party under the terms of this agreement but shall be considered as providing emergency aid. Nothing in this agreement shall be interpreted or construed to mean that any firefighter from the state

of the Assisting Party is regularly assigned to fire response duty in the state of the Requesting Party.

SECTION 5. Control In Assistance Operations.

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

Firefighters of the Requesting Party will be primarily responsible for the impounding or safeguarding of lives or property within the territorial boundaries of their state. When a responding firefighter of the Assisting Party while in the requesting state provides treatment or takes possession of any property in providing a fire response, the firefighter personnel shall relinquish possession of property or responsibility for care and treatment of said person or property at the earliest convenience to a firefighter of the Requesting Party for disposition in accordance with the laws of the requesting state.

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

SECTION 6. Responsibility for Damages and Mutual Indemnification.

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

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

The Parties recognize this it is the responsibility of each Party to maintain appropriate insurance, including workers compensation. Each Party will ensure that their employees are notified in accordance with applicable provisions of workers compensation laws. Big Water will at all times provide workers compensation coverage for Big Water personnel, and Page will at all times

provide workers compensation coverage for Page personnel. For the purposes of workers' compensation, each Party's employees are deemed employees of the other Party.

SECTION 7. Provision of Equipment.

In rendering mutual aid, each Requesting Party and Assisting Party shall be responsible for the provision and maintenance of its own equipment, materials, and supplies except in cases of emergency wherein it appears to the firefighter(s) immediately involved that the sharing or use of equipment owned or furnished by the other Party is necessary or proper.

SECTION 8. Reports.

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

SECTION 9. Manner of Funding.

Each Party hereto shall within its lawful methods of funding, reasonably seek to provide in its annual budget for payment of the costs and expenses of performance of its obligations undertaken pursuant to this agreement. Neither Party shall be reimbursed by the other Party for the cost of providing mutual-aid assistance incurred pursuant to this agreement unless otherwise agreed in writing.

SECTION 10. Duration.

This agreement shall remain in full force and effect for five (5) years following the Effective Date unless terminated by one of the Parties pursuant to U.C.A. 11-13, *et seq.* This agreement may also be subject to termination pursuant to each respective state's applicable laws, including (without limitation) A.R.S. Section 38-511. This agreement may be extended or renewed for similar terms under the same terms and conditions, with approval of the Governing Body of each Party. Failure to extend or renew this agreement shall not cause this agreement to lapse, but modify and extend the agreement on a month-to-month basis, under the same terms, until formally extended, renewed, or terminated.

SECTION 11. Termination; Disposition of Property Thereupon.

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

SECTION 12. Joint Fire Operations Included.

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

SECTION 13. Miscellaneous.

- a) Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party hereto other than as expressly set forth herein.
- b) Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this agreement as to them appear desirable, provided that such are acceptable to the other Party.
- c) This agreement shall be effective upon the execution of two (2) originals by the Parties hereto, and upon one (1) original being deposited with the keeper of records of each of the Parties hereto (the "Effective Date").
- d) All fire and , all of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief disability, workmen's compensation, and other benefits which apply to the activity of the firefighters, agents, or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this agreement.
- e) Nothing in this agreement, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of any immunity applicable to any Party. All privileges and immunities from liability enjoyed by the Parties shall apply to the same degree and extent when acting in pursuance of this agreement.
- f) If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.
- g) The attorney for each Party has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the state of the Party.
- h) A person from an Assisting Party who is providing aid or assistance under this agreement must be certified, permitted, or otherwise qualified to provide services rendered in the state of response. It is the responsibility of the Assisting Party to ensure that they are qualified to render any assistance that is requested.

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

///

///

///

///

The Town of Big Water, UTAH

David Schmuker
Mayor

Cameron Westenskow
Fire Chief

Justin Wayment
Town Attorney

The City of Page, ARIZONA

Steven Kidman
Mayor

Jeff Reed
Fire Chief

Josh Smith
City Attorney

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Department:** City Manager**Meeting Date:** May 27, 2026**Presented by:**

Frank Marbury, City Manager

Brief Title: Resolution 1342-26 - Amendments to City Personnel Policy**Agenda Section:** New Business**Action:** Resolution**Agenda Sub-category:** Resolution**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Clerk to introduce Resolution 1342-26 by title only. Move to adopt Resolution 1342-26.

Background:

Section 2.9

Over time, the City has recognized that, in a small community, applicants for employment may have familial or personal relationships with current employees. Avoiding this situation has led to turning away applicants that may have unique or difficult to obtain qualifications. While the City remains committed to merit-based hiring and preventing nepotism, it is necessary to establish clear procedures to ensure transparency and accountability in such situations.

The current policy prohibits any employment of a relative when the person would be supervised by a relative. Arizona Administrative Code allows for exceptions when there is no other job applicant available. Staff is requesting to include a similar exception in our policy.

Final approval for such hires shall rest with the City Manager, who must review the disclosure and determine whether appropriate safeguards are in place to prevent conflicts of interest, favoritism, or supervisory overlap.

Section 4.12

Current pay for after hours and weekend call out is simply the pay rate to the nearest 15 minute increment. Staff recommends adding a two hour minimum pay for after hours or weekend call out pay.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:****Amount Requested:****Line Item(s):**

Budget Impact:

Notes:

Attachments:

1. Resolution 1342-26 Personnel Policy Revision

RESOLUTION NO. 1342-26

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING CERTAIN PROVISIONS OF THE PERSONNEL RULES OF THE CITY OF PAGE.

WHEREAS, the Page City Code §33.42 Rules and Regulations, provides that the City's Personnel Rules may be amended from time to time; and

WHEREAS, the City Council desires now to update §§2.9 and 4.12 of the Personnel Rules.

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

Section 1. The following revisions are hereby approved and conforming modifications shall be made to §2.9 of the Personnel Rules:

SECTION 2.9 PROHIBITION OF EMPLOYEE SUPERVISION BY A RELATIVE

- A. In addition to any restrictions or prohibitions placed upon the employment or relatives by the State of Arizona (e.g. ARS 38-481), the City of Page will not accept applications for employment or promotion when the applicant would be supervised by a person related by blood, marriage or adoption ("family member"). No elected or appointed officer, department head, supervisor or employee shall advocate or cause the employment, appointment, promotion, transfer, or advancement of a family member to an office or position of the City. No elected or appointed officer, department head or supervisor shall supervise or manage a family member.**
- B. If, after employment, two employees within a direct chain of command, including peers, supervisor/employee, etc., become relatives or enter a consensual sexual or romantic relationship, the City will attempt to accommodate this newly-created relationship if such accommodation can be done without negatively impacting City operations, or violating the law. Efforts to accommodate the relationship may include, but not be limited to, assigning the employees to work different shifts, assigning different City of Page Personnel Rules 9 Revised August 13, 2025 supervisors to each employee, reassigning the employees so that one does not supervise the other, etc.**
 - 1. Employees in the same chain of command who begin or who are contemplating entering into a familial or consensual sexual or romantic relationship with another employee as defined by this policy must immediately notify their supervisor in order for the City to determine if and how such relationship may be accommodated pursuant to this policy. This policy applies to new hires at the time of employment.**
 - 2. On a case-by-case basis, the City Manager or designee will determine which, if any, efforts to accommodate a newly-created relationship can be undertaken, and will inform the affected employees of the decision. If the City Manager determines that the City cannot accommodate the new**

relationship between the employees, then one or more of the employees shall be transferred to a vacant position in a different department or division for which the employee(s) are qualified and able to perform the duties thereof. Compensation will be adjusted accordingly. If there is no immediately vacant position to which either employee may be transferred, then one of the employees, as determined by the City Manager, will be laid-off.

3. Exceptions. The City Manager may grant an exception to the prohibition on hiring or promoting a family member if there is no other qualified person for the position at the location. In such circumstances, the City Manager will ensure that the employee is not supervised solely by the family member.

Section 2. The following modification is hereby approved to be added to §4.12 of the Personnel Rules:

After Hours or Weekend Call Out is:

Paid for actual time worked to the nearest 15 minutes with a two hour minimum.

Call out is subject to overtime.

Section 3. All resolutions or rules or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

Section 4. The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and the City Clerk is authorized to make formatting changes needed for purposes of clarity and form, if required.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 27th day of May, 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:** Finance**Meeting Date:** May 27, 2026**Presented by:**

Frank Marbury, City Manager

Brief Title: Resolution 1344-26 - FY 2027 Preliminary Budget Adoption**Agenda Section:** New Business**Agenda Sub-category:** Resolution**Action:** Resolution**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Clerk to introduce Resolution 1344-26 by title only. Move to adopt Resolution 1344-26.

Background:

Arizona State Law requires that on or before the third Monday in July of each fiscal year, the City Council must adopt a preliminary budget. Once the preliminary budget has been adopted, the expenditure limit may not be increased. Upon final adoption of the budget, the City Council has the option of reducing the expenditure amount that was presented in the preliminary budget adoption. Upon adoption of the preliminary budget, a public hearing must be set. Once the preliminary budget has been adopted, Schedule A must be published once a week for at least two consecutive weeks following the adoption. The preliminary budget must be fully itemized in conformance with the forms supplied by the Auditor General and entered upon the City Council meeting minutes.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:** 2027**Amount Requested:** \$118,486,647**Line Item(s):** Several

Budget Impact:

Notes: City of Page Budget (including Page Utility Enterprises)**Attachments:**

1. Resolution 1344-26 Tentative Adoption of FY27 Budget

2. FY27 Preliminary Budget Schedule A-G

RESOLUTION NO. 1344-26

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF PAGE, COCONINO COUNTY, ARIZONA,
TENTATIVELY ADOPTING THE ESTIMATED REVENUES
AND EXPENDITURES FOR THE FISCAL YEAR 2027.**

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council is required to tentatively adopt estimated revenues and expenditures ("Preliminary Budget") for the City of Page, on or before the third Monday of July 2026; and

WHEREAS, in accordance with said chapter of said title, the City Council has made an estimate of the different amounts as required and further the City Council has determined that no amount is necessary to be raised by taxation upon real and personal property within the City of Page; and

WHEREAS, certain projects and programs overlap budget years, and the Finance Director is directed to adjust budgets between years to reflect the overlap as verified by the external City Auditors; and

WHEREAS, the enterprise funds use depreciation expense rather than principle for budget purposes and the Finance Director is directed to make adjustments to reflect budgets on a non-cash basis as verified by the external City Auditors.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of Page, Arizona, that said estimates as shown on attached Schedules A-G, and by reference made a part hereof, are hereby tentatively adopted as the Preliminary Budget of the City of Page for the fiscal year 2027.

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

Ayes _____
Nays _____
Abstentions _____
Absent _____

City of Page

Mayor

ATTEST:

APPROVED AS TO FORM:

City Attorney

City Clerk

Official Budget Forms

City/Town of Page

Fiscal year 2027

City/Town of Page

Table of Contents

Fiscal year 2027

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City/Town of Page
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2027

Fiscal year	S c h		Funds							Total all funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	
2026	E	1	26,991,716	18,539,906	5,000,000	28,267,770	258,298	27,210,363	0	106,268,053
2026	E	2	19,864,407	6,179,951	0	9,235,365	214,777	25,425,568	0	60,920,069
2027		3	46,424,511	9,962,479	0	9,135,155	884,838	52,207,416	0	118,614,399
2027	B	4	0							0
2027	B	5								0
2027	C	6	25,882,814	25,175,556	0	13,064,150	188,500	23,968,684	0	88,279,704
2027	D	7	0	0	0	0	0	0	0	0
2027	D	8	0	0	0	0	0	0	0	0
2027	D	9	4,061,070	0	0	19,203,144	0	1,080,000	0	24,344,214
2027	D	10	(6,749,000)	(11,283,777)	0	0	(2,100)	(6,309,337)	0	(24,344,214)
2027										
										0
										0
										0
										0
										0
2027		12	83,117,395	46,421,812	0	41,402,449	1,075,438	83,565,437	0	255,582,531
2027	E	13	28,617,670	17,709,250	0	35,687,790	272,024	36,199,912	0	118,486,647

Expenditure limitation comparison

1	Budgeted expenditures/expenses	2026	2027
2	Add/subtract: estimated net reconciling items	\$ 106,268,053	\$ 118,486,647
3	Budgeted expenditures/expenses adjusted for reconciling items	106,268,053	118,486,647
4	Less: estimated exclusions	70,234,889	80,679,118
5	Amount subject to the expenditure limitation	\$ 36,033,164	\$ 37,807,529
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	\$ 41,289,834	\$ 42,092,591

X The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Page
Tax levy and tax rate information
Fiscal year 2027

	2026	2027
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies		
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City/Town of Page
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
General Fund			
Local taxes			
City Sales Tax	\$ 19,000,000	\$ 14,989,834	\$ 19,000,000
Smart and Safe Funds	110,000	55,004	
Franchise Fee	315,000	257,519	310,000
Licenses and permits			
Licenses and Permits	118,300	153,245	115,300
Other Licenses	69,000	48,991	51,500
Intergovernmental			
State Sales Tax	1,128,341	932,529	1,086,832
Vehicle License Tax	469,409	395,654	478,881
State Shared Revenue	1,456,541	1,268,324	1,521,741
Miscellaneous County Revenue	352,000	208,103	365,000
Charges for services			
City Services	150,500	139,719	173,560
Property Leases	20,000	29,866	40,000
Rescue Services	899,000	689,768	881,000
Library	27,650	27,028	27,000
Fines and forfeits			
Court Fines	200,000	150,055	200,000
Interest on investments			
Interest	1,500,000	1,293,674	1,500,000
Interest - Emergency Reserve			
In-lieu property taxes			
Contributions			
Miscellaneous			
Miscellaneous Revenue	105,000	128,581	112,000
Sales of City Owned Assets	40,000	29,993	20,000
Total General Fund	\$ 25,960,741	\$ 20,797,886	\$ 25,882,814

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Page
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Special revenue funds			
Highway User Funds	\$	\$	\$
Intergovernmental Revenue	1,035,273	782,966	993,474
Interest on Investments	60,000	62,960	60,000
Miscellaneous Revenue			
	\$ 1,095,273	\$ 845,926	\$ 1,053,474
Substance Abuse Fund	\$	\$	\$
Intergovernmental Revenue	2,500	1,900	2,500
	\$ 2,500	\$ 1,900	\$ 2,500
Miscellaneous Grant Fund	\$	\$	\$
Intergovernmental Revenue	17,365,189	4,865,243	15,622,532
	\$ 17,365,189	\$ 4,865,243	\$ 15,622,532
Judicial Collection Enhancement Fund	\$	\$	\$
Intergovernmental Revenue	3,000	2,922	3,500
Other Revenue	50	7	50
	\$ 3,050	\$ 2,929	\$ 3,550
Magistrate Court Improvement	\$	\$	\$
Intergovernmental Revenue	15,000	9,355	12,000
	\$ 15,000	\$ 9,355	\$ 12,000
Fill the Gap Fund	\$	\$	\$
Intergovernmental Revenue	2,000	1,360	2,000
	\$ 2,000	\$ 1,360	\$ 2,000
Donation Fund	\$	\$	\$
Other Revenues	100,800	71,179	85,000
	\$ 100,800	\$ 71,179	\$ 85,000
Airport Fund	\$	\$	\$
Charges for Services	100,000	86,192	80,000
Rental Revenue	560,000	434,012	595,500
Other Revenue	95,000	729,296	207,000
Interest on Investment			12,000
	\$ 755,000	\$ 1,249,500	\$ 894,500
Land Fund	\$	\$	\$
Land Sales	4,000,000		7,500,000
Interest on Investment			
Miscellaneous		(25)	
	\$ 4,000,000	\$ (25)	\$ 7,500,000
Total special revenue funds	\$ 23,338,812	\$ 7,047,367	\$ 25,175,556

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Page
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Debt service funds			
Bond Proceeds	\$ 5,000,000	\$	\$
	\$ 5,000,000	\$	\$
Total debt service funds	\$ 5,000,000	\$	\$
Capital projects funds			
Intergovernmental Revenue	\$ 4,240,770	\$ 1,365,246	\$ 13,064,150
	\$ 4,240,770	\$ 1,365,246	\$ 13,064,150
Total capital projects funds	\$ 4,240,770	\$ 1,365,246	\$ 13,064,150
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
Permanent funds			
Cemetry Fund	\$	\$	\$
Charges of Services	30,000	37,786	30,000
Other Revenue	40,000	50,780	50,000
	\$ 70,000	\$ 88,566	\$ 80,000
Fire Pension Fund	\$	\$	\$
Contribution	12,000	3,981	38,500
Interest of Investment	85,000		70,000
	\$ 97,000	\$ 3,981	\$ 108,500
Total permanent funds	\$ 167,000	\$ 92,547	\$ 188,500

City/Town of Page
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Enterprise funds			
Horseshoe Bend Fund	\$	\$	\$
Service Fees	4,000,000	3,913,241	4,000,000
Other Revenue	7,500	3,546	3,000
Interest on Investment	175,000	133,218	175,000
	\$ 4,182,500	\$ 4,050,005	\$ 4,178,000
Golf Course Fund	\$	\$	\$
Service Fees	1,422,500	800,004	800,000
Other Revenue		658,452	721,000
	\$ 1,422,500	\$ 1,458,456	\$ 1,521,000
Electric	\$ 12,975,162	\$ 12,486,210	\$ 12,939,162
Water	2,143,000	2,038,769	2,111,000
Sewer	2,034,000	2,033,115	2,017,000
Refuse	1,178,796	1,188,152	1,202,522
	\$ 18,330,958	\$ 17,746,246	\$ 18,269,684
Total enterprise funds	\$ 23,935,958	\$ 23,254,707	\$ 23,968,684
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
Internal service funds			
	\$	\$	\$
	\$	\$	\$
Total internal service funds	\$	\$	\$
Total all funds	\$ 82,643,281	\$ 52,557,753	\$ 88,279,704

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Page
Other financing sources/(uses) and interfund transfers
Fiscal year 2027

Fund	Other financing 2027		Interfund transfers 2027	
	Sources	(Uses)	In	(Out)
General Fund				
Transfer From Other Funds	\$	\$	\$ 50,000	\$
Transfer From Airport			571,800	
Transfer From Horseshoe Bend			3,430,470	
Transfer To Debt Service				
Transfer To Emergency Reserve				
Transfer To Capital Fund				(5,669,000)
Transfer To Cemetery Fund			2,100	
Transfer To Golf Course Fund			6,700	(1,080,000)
Total General Fund	\$	\$	\$ 4,061,070	\$ (6,749,000)
Special revenue funds				
Highway User Fund	\$	\$	\$	\$
Transfer to Capital Fund				(2,030,000)
Miscellaneous Grant Fund				
Transfer to General Fund				(50,000)
Airport Fund				
Transfer to General Fund				(571,800)
Transfer to Capital Fund				(1,131,977)
Land Fund				
Transfer to Capital Fund				(7,500,000)
Total special revenue funds	\$	\$	\$	\$ (11,283,777)
Debt service funds				
Transfer From General Fund	\$	\$	\$	\$
Transfer To General Fund				
Transfer To Capital				
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
Transfer From General Fund	\$	\$	\$ 5,669,000	\$
Transfer From Highway User Fund			2,030,000	
Transfer From Horseshoe Bend Fund			2,687,167	
Transfer From Airport Fund			1,131,977	
Transfer From Land Fund			7,500,000	
Transfer From Golf Fund			185,000	
Transfer From Cemetery Fund				
Transfer From Debt Services Fund				
Total capital projects funds	\$	\$	\$ 19,203,144	\$
Permanent funds				
Cemetery Fund	\$	\$	\$	\$
Transfer to General Fund				(2,100)
Transfer to Capital Fund				
Total permanent funds	\$	\$	\$	\$ (2,100)
Enterprise funds				
Horseshoe Bend Fund	\$	\$	\$	\$
Transfer To General Fund				(3,430,470)
Transfer To Capital Fund				(2,687,167)
Golf Fund				
Transfer From General Fund			1,080,000	
Transfer To General Fund				(6,700)
Transfer To Capital Fund				(185,000)
Total enterprise funds	\$	\$	\$ 1,080,000	\$ (6,309,337)
Internal service funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all funds	\$	\$	\$ 24,344,214	\$ (24,344,214)

**City/Town of Page
Expenditures/expenses by fund
Fiscal year 2027**

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
General Fund				
City Administration	\$ 4,678,757	\$	\$ 1,185,078	\$ 5,244,579
City Attorney	625,312		507,303	672,226
City Clerk	404,648		296,775	426,036
City Council	103,934		88,587	103,920
Community Center	514,443		425,092	544,488
Communication & Tourism	1,128,960		796,603	741,700
Development Services	489,100		273,191	616,040
Finance	870,122		740,766	880,790
Fire	3,866,594		3,122,774	3,863,237
Human Resources	1,968,789		1,288,954	2,030,063
Information Technology	887,813		896,177	1,126,006
Library	918,335		871,673	993,685
Magistrate	832,396		752,948	928,647
Parks & Trails	881,733		749,165	942,356
Police	5,892,456		5,389,659	6,156,522
Public Works	1,917,640		1,640,908	2,272,093
Recreations	387,899		310,109	483,069
Special Events	622,785		528,644	592,211
Emergency Reserve Fund				
Total General Fund	\$ 26,991,716	\$	\$ 19,864,407	\$ 28,617,670
Special revenue funds				
Airport	\$ 772,219	\$	\$ 782,147	\$ 856,238
Donations	127,000		24,638	101,600
Fill the Gap	5,000			5,000
Highway User	1,056,850		263,258	1,056,500
Judicial Collection Enhancement	12,000		8,350	5,000
Magistrate Court Improvement	20,000		3,979	15,000
Miscellaneous Grants	16,516,837		5,097,175	15,629,912
Substance Abuse	30,000		404	40,000
Total special revenue funds	\$ 18,539,906	\$	\$ 6,179,951	\$ 17,709,250
Debt service funds				
Debt Services	\$ 5,000,000	\$	\$	\$
Total debt service funds	\$ 5,000,000	\$	\$	\$
Capital projects funds				
Equipment	\$ 2,133,000	\$	\$ 2,305,945	\$ 2,540,800
Projects	26,134,770		6,929,420	33,146,990
Total capital projects funds	\$ 28,267,770	\$	\$ 9,235,365	\$ 35,687,790
Permanent funds				
Cemetery	\$ 178,298	\$	\$ 155,433	\$ 187,024
Fire Pension	80,000		59,345	85,000
Total permanent funds	\$ 258,298	\$	\$ 214,777	\$ 272,024
Enterprise funds				
Golf	\$ 2,132,739	\$	\$ 1,709,657	\$ 2,510,186
Horseshoe Bend	2,389,131		3,401,827	2,255,828
Electric	16,495,098		14,540,291	15,439,598
Water	\$ 2,621,100	\$	\$ 2,327,735	\$ 12,270,100
Sewer	2,523,500		2,386,293	2,633,500
Refuse	1,048,795		1,059,765	1,090,700
Total enterprise funds	\$ 27,210,363	\$	\$ 25,425,568	\$ 36,199,912
Internal service funds				
	\$	\$	\$	\$
Total internal service funds	\$	\$	\$	\$
Total all funds	\$ 106,268,053	\$	\$ 60,920,069	\$ 118,486,647

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Page
Expenditures/expenses by department
Fiscal year 2027

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2026	2026	2026	2027
City Administration:				
General Fund	\$ 4,678,757	\$	\$ 1,185,078	\$ 5,244,579
Substance Abuse Fund	\$ 30,000	\$	\$ 404	\$ 40,000
Department total	\$ 4,708,757	\$	\$ 1,185,482	\$ 5,284,579
List department:				
City Attorney:				
General Fund	\$ 625,312	\$	\$ 507,303	\$ 672,226
Department total	\$ 625,312	\$	\$ 507,303	\$ 672,226
List department:				
City Clerk:				
General Fund	\$ 404,648	\$	\$ 296,775	\$ 426,036
Department total	\$ 404,648	\$	\$ 296,775	\$ 426,036
City Council:				
General Fund	\$ 103,934	\$	\$ 88,587	\$ 103,920
Department total	\$ 103,934	\$	\$ 88,587	\$ 103,920
List department:				
Community Center:				
General Fund	\$ 514,443	\$	\$ 425,092	\$ 544,488
Department total	\$ 514,443	\$	\$ 425,092	\$ 544,488
List department:				
Communication & Tourism:				
General Fund	\$ 1,128,960	\$	\$ 796,603	\$ 741,700
Department total	\$ 1,128,960	\$	\$ 796,603	\$ 741,700
Development Services:				
General Fund	\$ 489,100	\$	\$ 273,191	\$ 616,040
Department total	\$ 489,100	\$	\$ 273,191	\$ 616,040
List department:				
Finance:				
General Fund	\$ 870,122	\$	\$ 740,766	\$ 880,790
Department total	\$ 870,122	\$	\$ 740,766	\$ 880,790
List department:				
Fire:				
General Fund	\$ 3,866,594	\$	\$ 3,122,774	\$ 3,863,237
Department total	\$ 3,866,594	\$	\$ 3,122,774	\$ 3,863,237
Human Resources:				
General Fund	\$ 1,968,789	\$	\$ 1,288,954	\$ 2,030,063
Department total	\$ 1,968,789	\$	\$ 1,288,954	\$ 2,030,063
List department:				
Information Technology:				
General Fund	\$ 887,813	\$	\$ 896,177	\$ 1,126,006
Department total	\$ 887,813	\$	\$ 896,177	\$ 1,126,006

List department:

Library:

General Fund	\$	918,335	\$		\$	871,673	\$	993,685
Department total	\$	<u>918,335</u>	\$	<u></u>	\$	<u>871,673</u>	\$	<u>993,685</u>

Magistrate:

General Fund	\$	832,396	\$		\$	752,948	\$	928,647
Fill the Gap Fund	\$	5,000	\$		\$		\$	5,000
Judical Collection Enhancement	\$	12,000	\$		\$	8,350	\$	5,000
Magistrate Court Improv. Fund	\$	20,000	\$		\$	3,979	\$	15,000
	\$		\$		\$		\$	
Department total	\$	<u>869,396</u>	\$	<u></u>	\$	<u>765,277</u>	\$	<u>953,647</u>

List department:

Parks & Trails:

General Fund	\$	881,733	\$		\$	749,165	\$	942,356
Department total	\$	<u>881,733</u>	\$	<u></u>	\$	<u>749,165</u>	\$	<u>942,356</u>

List department:

Police:

General Fund	\$	5,892,456	\$		\$	5,389,659	\$	6,156,522
Department total	\$	<u>5,892,456</u>	\$	<u></u>	\$	<u>5,389,659</u>	\$	<u>6,156,522</u>

Public Works:

General Fund	\$	1,917,640	\$		\$	1,640,908	\$	2,272,093
Cemetery Fund	\$	178,298	\$		\$	155,433	\$	187,024
Highway User Fund	\$	1,056,850	\$		\$	263,258	\$	1,056,500
	\$		\$		\$		\$	
Department total	\$	<u>3,152,788</u>	\$	<u></u>	\$	<u>2,059,599</u>	\$	<u>3,515,617</u>

List department:

Recreation:

General Fund	\$	387,899	\$		\$	310,109	\$	483,069
Department total	\$	<u>387,899</u>	\$	<u></u>	\$	<u>310,109</u>	\$	<u>483,069</u>

List department:

Special Events:

General Fund	\$	622,785	\$		\$	528,644	\$	592,211
Department total	\$	<u>622,785</u>	\$	<u></u>	\$	<u>528,644</u>	\$	<u>592,211</u>

List department:

Horseshoe Bend:

General Fund	\$	2,389,131	\$		\$	3,401,827	\$	2,255,828
Department total	\$	<u>2,389,131</u>	\$	<u></u>	\$	<u>3,401,827</u>	\$	<u>2,255,828</u>

List department:

Golf Course:

General Fund	\$	2,132,739	\$		\$	1,709,657	\$	2,510,186
Department total	\$	<u>2,132,739</u>	\$	<u></u>	\$	<u>1,709,657</u>	\$	<u>2,510,186</u>

List department:

Airport:

Airport Fund	\$	772,219	\$		\$	782,147	\$	856,238
Department total	\$	<u>772,219</u>	\$	<u></u>	\$	<u>782,147</u>	\$	<u>856,238</u>

List department:

Page Utility Enterprises

Electric	\$	16,495,098	\$		\$	14,540,291	\$	15,439,598
Water	\$	2,621,100	\$		\$	2,327,735	\$	12,270,100
Sewer	\$	2,523,500	\$		\$	2,386,293	\$	2,633,500
Refuse	\$	1,048,795	\$		\$	1,059,765	\$	1,090,700
Department total	\$	<u>22,688,493</u>	\$		\$	<u>20,314,084</u>	\$	<u>31,433,898</u>

List department:

Non-Departmental

Emergency Reserve Fund	\$		\$		\$		\$	
Debt Service Fund	\$	5,000,000	\$		\$		\$	
Miscellaneous Grant Fund	\$	16,516,837	\$		\$	5,097,175	\$	15,629,912
Donation Funds	\$	127,000	\$		\$	24,638	\$	101,600
Capital Project Fund	\$	28,267,770	\$		\$	9,235,365	\$	35,687,790
Fire Pension Fund	\$	80,000	\$		\$	59,345	\$	85,000
Department total	\$	<u>49,991,607</u>	\$		\$	<u>14,416,523</u>	\$	<u>51,504,302</u>

- * Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Page
Full-time employees and personnel compensation
Fiscal year 2027

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2027	2027	2027	2027	2027	2027
General Fund	166.6	\$ 12,988,158	\$ 1,449,233	\$ 2,306,931	\$ 1,347,911	\$ 18,092,233
Special revenue funds						
Airport Fund	4.0	\$ 290,007	\$ 33,830	\$ 57,840	\$ 28,811	\$ 410,488
Miscellaneous Grants Fund	2.0	\$ 116,028	\$ 13,727	\$ 32,415	\$ 9,124	\$ 171,294
Total special revenue funds	6.0	\$ 406,035	\$ 47,557	\$ 90,255	\$ 37,935	\$ 581,782
Debt service funds						
Total debt service funds						
Capital projects funds						
		\$	\$	\$	\$	\$
Total capital projects funds		\$	\$	\$	\$	\$
Permanent funds						
Cemetery Fund	2.0	\$ 120,285	\$ 13,684	\$ 9,462	\$ 12,992	\$ 156,423
Total permanent funds	2.0	\$ 120,285	\$ 13,684	\$ 9,462	\$ 12,992	\$ 156,423
Enterprise funds						
Horseshoe Bend	12.4	\$ 629,575	\$ 72,357	\$ 79,511	\$ 54,984	\$ 836,427
Golf Fund	18.7	\$ 942,907	\$ 94,423	\$ 168,272	\$ 89,543	\$ 1,295,145
Electric Fund	18	\$ 1,900,206	\$ 228,000	\$ 263,000	\$ 184,000	\$ 2,575,206
Water Fund	8	\$ 543,000	\$ 65,000	\$ 137,000	\$ 58,000	\$ 803,000
Sewer	9	\$ 582,000	\$ 70,000	\$ 128,000	\$ 51,000	\$ 831,000
Total enterprise funds	66	\$ 4,597,688	\$ 529,780	\$ 775,783	\$ 437,527	\$ 6,340,778
Internal service funds						
		\$	\$	\$	\$	\$
Total internal service fund		\$	\$	\$	\$	\$
Total all funds	240.6	\$ 18,112,166	\$ 2,040,254	\$ 3,182,431	\$ 1,836,365	\$ 25,171,216

REQUEST FOR COUNCIL ACTION

Request for Council Action:**Meeting Type:** Regular Meeting**Meeting Date:** May 27, 2026**Department:** City Council**Presented by:****Brief Title:** Land Sale Revenue Management and Buyback Provisions**Agenda Section:** Potential Future Agenda Items**Agenda Sub-category:** Agenda Item**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

TBD

Background:

During recent budget conversations with City Manager Frank Marbury and Finance Director Linda Watson a critical gap in our land sale procedures came to my attention. When the city sells land with contractual development requirements and buyback clauses we receive substantial upfront payments from developers yet we lack clear policy on how these funds are managed during the contingency period. Specifically if a developer pays five million dollars for land but fails to meet contractual requirements within the specified timeframe the city has the right to repurchase that property. However we have no established protocol ensuring those sale proceeds remain available for potential buyback obligations. This creates significant risk: if the original sale revenue has been spent or placed in the general fund the city may be unable to execute its buyback rights when a developer defaults leaving valuable property undeveloped and the public interest unprotected. I am requesting this agenda item to establish a formal policy requiring land sale proceeds with buyback provisions be held in restricted interest-bearing accounts until contractual development milestones are satisfied. This policy would protect taxpayers ensure the city can enforce its contractual rights and prevent situations where we have committed to repurchase property but lack the funds to do so. We need clear answers on current fund placement practices buyback funding sources and interim management protocols to close this policy gap and safeguard our communitys interests in these significant land transactions.

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:** May 27, 2026**Department:** City Council**Presented by:****Brief Title:** Beautification Grant Matching Funds Program and Business Facade Improvement Initiative**Agenda Section:** Potential Future Agenda Items**Agenda Sub-category:** Agenda Item**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

TBD

Background:

The City has received a beautification grant that requires matching citizen funds up to \$2.5 million. A previous City Council proposed and potentially approved a facade improvement matching program to incentivize businesses in the downtown Main Street area to enhance their storefront appearances. However, the current City Manager has indicated that this program may not have been formally approved or lacks adequate documentation of approval. Action Needed: 1. Clarify the status of the previously proposed business facade improvement matching program and confirm whether formal Council approval was obtained. 2. If not previously approved, seek formal Council approval to establish a matching funds program for business facade improvements in the downtown Main Street area. 3. Develop and approve a strategy to identify recruit and engage businesses willing to financially invest in updating and improving their storefronts to meet beautification grant requirements. 4. Establish program guidelines eligibility criteria matching fund ratios and application procedures for participating businesses. 5. Determine the allocation of matching funds and create a timeline for program implementation. Justification: To fulfill the grant requirements and maximize the beautification funding opportunity, the City must secure matching funds through private business investment. Establishing a clear Council-approved program will provide businesses with the necessary framework and incentives to participate, ultimately enhancing the aesthetic appeal and economic vitality of the downtown Main Street corridor. Requested Council Action: Review, discuss and approve the business facade improvement matching funds program, including implementation, strategy and outreach plan to engage eligible businesses.

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:** May 27, 2026**Department:** City Council**Presented by:****Brief Title:** Restoration of Bi-Annual Bulk Waste Collection Service**Agenda Section:** Potential Future Agenda Items**Agenda Sub-category:** Agenda Item**Action:** Other**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

TBD

Background:

I am requesting clarification and action regarding the City of Page's contract with the waste management service group for bi-annual bulk waste collection. According to my understanding, this contract allows citizens to place larger items at the curb twice per year for removal. However, this service has not been provided for several years despite my request for implementation this past spring. The absence of this program creates significant challenges for residents who lack the means to transport or dispose of oversized items independently, and it places additional burden on our code enforcement officer, who must address properties where bulk items accumulate. I am requesting that the City provide a timeline for when these collection campaigns will resume, confirm the current status of the waste management contract and establish a regular schedule moving forward to ensure this essential service is delivered as intended. Restoring this program will directly support both code enforcement efforts and the needs of Page citizens who depend on this service to maintain their properties in compliance with city standards.

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**Department:** City Attorney**Meeting Date:** May 27, 2026**Presented by:**

Josh Smith, City Attorney

Brief Title: EXECUTIVE SESSION

A.R.S. § 38-431.03 (A)(4) The City Council may vote to go into Executive Session for the purpose of discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations.

Resolution 1343-26 - Development Agreement with Premium Builders**Agenda Section:** Executive Sessions**Agenda Sub-category:** Executive Session**Action:** Resolution**PowerPoint Needed?:** No

Request for Council Action

Recommended Action:

Clerk to introduce Resolution 1343-26 by title only.

Motion to adopt Resolution 1343-26.

Background:

This development agreement sets certain terms and conditions relating to the proposed development of the Desert Ridge subdivision and city contributions to public infrastructure.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:**Fiscal Year:** 27-28**Amount Requested:** 1,517,242**Line Item(s):**

Budget Impact: 1,517,242

Notes:**Attachments:**

1. Resolution 1343-26 Development Agreement with Premium Builders

RESOLUTION NO. 1343-26

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AUTHORIZING AND APPROVING THE DEVELOPMENT AGREEMENT AND WAIVER WITH PREMIUM BUILDERS, LLC.

WHEREAS, the City of Page is authorized to enter into development agreements pursuant to A.R.S. 9-500.05; and

WHEREAS, a Development Agreement has been negotiated with Premium Builders, LLC as attached hereto as Exhibit 1, and incorporated herein by reference; and

WHEREAS, the Mayor and City Council find that the terms of the Development Agreement are consistent with the City's General Plan; and

WHEREAS, the Council finds that executing the Development Agreement is in the best interests of the City of Page.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, AS FOLLOWS:

Section 1. That the Development Agreement as attached in Exhibit 1 is hereby approved. The Mayor is authorized to execute the Agreement for and on behalf of the City of Page.

Section 2. That the City's officers and staff are hereby authorized to take all necessary steps to implement the Agreement and carry out its purposes.

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

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, ARIZONA this 27th day of May, 2026, by the following vote:

Ayes	_____
Nays	_____
Abstentions	_____
Absent	_____

CITY OF PAGE

BY _____
Steven R. Kidman, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit 1

When recorded, mail to:

City Clerk
City of Page
PO Box 1180
Page, Arizona 86040

DEVELOPMENT AGREEMENT BETWEEN CITY OF PAGE AND PREMIUM BUILDERS, LLC

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2026 (“Effective Date”), by and between the City of Page, an Arizona municipal corporation (“**City**”), and Premium Builders, LLC, an Arizona limited liability company (“**Developer**”). City and Developer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Arizona Revised Statutes (“**A.R.S.**”)§ 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City in order to facilitate the proper development of the Property by providing for, among other things” (i) conditions, terms, restrictions and requirements for public infrastructure and subsequent reimbursement, and (ii) other matters related directly or indirectly to the development of the Property.

B. Pursuant to an existing Agreement for the Purchase of Real Estate between the Parties (“**Purchase Agreement**”), Developer intends to acquire fee title to approximately eight (8) acres of real property located at the current terminus of Newburn Road within the corporate limits of the City, more specifically described and depicted in Exhibit A (the “**Property**”).

C. The Developer has further acquired the option to purchase an additional four (4) acres of property adjacent to the Property for possible future development as set forth in the Purchase Agreement, however this Agreement does not apply to, nor obligate either party, with respect to any development of the four (4) acre option property.

D. The Property is currently zoned Small Lot Residential (R-2) (“**Zoning Designation**”).

E. In connection with the development of the Property, Developer will make certain improvements to City property, including, but not limited to, the construction of stormwater drainage improvements, roads, curb, gutter and sidewalk along with the installation

of utility infrastructure as outlined herein (“**Public Improvements**”).

F. The City has an interest in ensuring the development of the Property and construction of Public Improvements complies with City standards for development and engineering improvements, and the City has determined the Public Improvements will result in significant planning, safety, and other benefits to the welfare of the City and its residents, including to adjacent property owned by the City. The City is therefore willing to contribute financially to the cost of Public Improvements on City property.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer because of the assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital D above.

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are acknowledged and agreed to by the Parties and are each incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 “**City**” shall mean and refer to the City of Page, an Arizona municipal corporation, and any successor public body or entity.

2.2 “**Developer**” shall mean and refer to Premium Builders, LLC, an Arizona limited liability company, and any permitted successor-in-interest or assignee as contemplated pursuant to Section 10.17 of this Agreement.

2.3 “**Public Improvements**” shall mean all improvements constructed on City property, including but not limited to drainage infrastructure, roads, utilities, curb, gutter and sidewalk.

2.4 “**Phase**” shall mean and refer to each separate component or portion of the

Project which is or may be developed by Developer pursuant to this Agreement.

2.5 “**Project**” shall mean and refer to the development of the Property for residential housing.

2.6 “**Property**” shall mean and refer to all the real property legally described in Exhibit A.

2.7 “**Purchase Agreement**” shall mean and refer to the Agreement for the Purchase of Real Estate entered into between the City and Premium Builders, LLC and/or Assigns on or about February 17, 2026, and any future amendments.

2.8 “**Zoning Code**” means the Zoning Code of the City of Page, Arizona.

2.9 “**Zoning Designation**” means as described in Recital D.

3. DEVELOPMENT OF PROPERTY

3.1 City agrees that the Property may be developed for land uses authorized by the Zoning Code in accordance with the current Zoning Designation, as described in Exhibit B. Developer shall otherwise comply with the subdivision, zoning, site plan, design review and development planning requirements and all other ordinances, rules and regulations including payment of development, permit and other fees as they may at the time of development be then in effect.

3.2 City and Developer acknowledge Developer is relying on its ability to develop the Property in accordance with the provisions of this Agreement and is, or will, make significant expenditures of financial resources to conduct the planning, design, engineering, construction, acquisition, and/or installation of the Public Improvements. Accordingly, the City agrees to vest the Zoning Designation for the Property for a period of five (5) years from the Effective Date. Further, Developer shall have the right to complete the development of the Property in accordance with the Zoning Designation during that five (5) year period regardless of any moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the rate, timing or sequencing of land development or provision of municipal utilities within the City except those moratoria, ordinances, resolutions, rules or regulations necessary for public health, safety and welfare or those moratoria imposed City-wide or as a result of the reasonable unavailability of capacity in any City owned facilities or the unavailability of the services to be provided which unavailability is beyond the reasonable control of the City. During that period, Developer may apply for a waiver of the applicability of any moratorium that is instituted pursuant to A.R.S. § 9-463.06, as it may be amended from time to time, to develop the Property in accordance with the provisions of this Agreement.

3.3 The project, as contemplated by this Agreement, will consist of approximately sixty-one (61) single family residential lots with perpetual deed restrictions that run with the land and that restrict the use of the residential lots to owner occupied or long-term rentals. Short-term rentals shall be prohibited. For the purposes of this Agreement, “long-term rental”

shall be defined as a property that shall not be offered or advertised for rent nor rented to any person, entity, or group for a period of less than six (6) continuous months duration. “Long-term rental” specifically prohibits any use as a short-term rental. “Owner-occupied” shall be defined as the primary residence of a person that holds title to the property. For duplexes, only one side of the property must be owner-occupied to satisfy this requirement. Prior to the Parties closing on the Property, the City will record a deed restriction in the form of Exhibit C limiting all residential uses of the Property to long-term rental or owner-occupied uses. Developer shall ensure that the restrictions identified in this Section 3.3 are irrevocable and enforced in a manner acceptable to the City. This provision shall survive the expiration of this Agreement.

4. GUIDING PRINCIPLES

The Parties acknowledge the development activities for the Property may extend over several years, and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future and may be subject to procedures, requirements, regulations, and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. With respect to such, the Parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer’s failure to meet the City’s criteria for such permit shall not be deemed a breach by the City of this Agreement.

5. INFRASTRUCTURE IMPROVEMENTS

5.1 General Infrastructure Plan. The Developer shall submit a general Infrastructure Plan which includes an engineer’s estimate of the costs of the Public Improvements necessary for the development of the Property (the “**Infrastructure Plan**”) and a timeline for construction (“**Schedule of Performance**”).

5.2 Design, Bidding, Construction and Dedication. The Public Improvements shall be designed, publicly bid pursuant to Title 34 of A.R.S. and the City’s procurement rules, regulations, codes and ordinances, constructed and dedicated in accordance with this Section and applicable laws and regulations, including the 200 Series MAG (Maricopa Association of Governments) Uniform Standard Specifications and Details for Public Works Construction (current edition) and Page Utility Enterprises requirements.

A. Approved Plans. Developer shall have a duly licensed engineer reasonably approved by the City (the “**Approved Engineer**”) prepare plans and specific drawings for the construction of the Public Improvements for review and approval by the City, which shall not be unreasonably withheld or delayed (the “**Approved Plans**”). For any Public Improvements for which the developer will seek reimbursement of costs the following process shall be followed:

- i. Developer will submit the Approved Plans to the City for bid in accordance with City policies.

- ii. The City will then advertise the request for bids and then review and rank the bids.
- iii. The Developer shall contract with the highest ranking bidder for the Public Improvements unless otherwise approved by the City.
- iv. All construction will be in conformance with the Approved Plans. The Approved Plans shall not be materially modified except by the Approved Engineer and without the prior written consent of the City, which shall not be unreasonably withheld or delayed.

B. Changes to Infrastructure Plan. The City and the Developer acknowledge that changes to the Infrastructure Plan and/or Public Improvements may be necessary from time to time as the work progresses, and the City and Developer agree to cooperate, in good faith with respect to any such changes, provided, however, that under no circumstances will the Developer or City be required to agree to or implement any material change in the Infrastructure Plan or the Public Improvements that would (i) materially increase the cost of the Public Improvements, or (ii) materially increase the time necessary to construct the Public Improvements unless the changes: (I) are required by site or subsurface conditions, (II) result from a force majeure event as defined in Section 10.18 below, (III) result from any negligent act or omission of the Developer, the Approved Engineer or Developer's contractors, subcontractors, suppliers or other agents or employees thereof, (IV) result from any errors in the Approved Plans or defects in the construction of the Public Improvements, or (V) are required for any change in the applicable laws and regulations governing the construction of the Public Improvements.

C. Construction of Public Improvements. Developer shall, at its expense but subject to City reimbursement as set forth herein, construct or cause to be constructed the Public Improvements, provided however, that the Public Improvements may be constructed in such stages and sub-phases as the Developer may determine. All such construction shall be performed in a good and workmanlike manner in compliance with applicable laws and regulations and shall conform to the Approved Plans, as the same may be modified in accordance with this Section.

The Developer shall be responsible that all equipment and materials used in the construction of the Public Improvements, especially those upon which the strength and durability of the improvements may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with specifications, applicable codes, and standards and suitability for the use intended. The City shall not issue Certificates of Occupancy for any phase of the Project prior to completion and acceptance by the City of the Public Improvements required to serve said phase.

The Developer warrants to City that all materials and equipment furnished for the construction of the Public Improvements will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications outlined herein. Any omission on the part of City to identify or reject defective work or materials at the time of construction shall not be deemed an

acceptance by the City, and Developer will be required to correct defective work or materials at any time before final acceptance by the City and during the Developer's Warranty period.

D. Documents. All information, data, studies, reports, plans and specifications prepared or obtained by the Developer for the purpose of constructing the Public Improvements under this Agreement, shall become the property of City upon completion of the Public Improvements. If the installation varies appreciably from the Approved Plans, Developer shall mark the plans to indicate the actual installation. These "as-built" plans shall be turned over to City upon completion of the Public Improvements. The Developer shall give particular attention to information on concealed elements which are difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings
- Revisions to details shown on drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Actual equipment locations
- Locations of concealed internal utilities

E. Bonds. Prior to the commencement of construction for any phase or component of the Project, Developer shall provide payment and performance bonds for not less than one hundred percent (100%) of the costs of the construction of the Public Improvements to be constructed in accordance with the Approved Plans. The payment and performance bonds shall be in a form satisfactory to the City.

5.3 Dedication, Acceptance and Maintenance of Infrastructure Improvements. When the Public Improvements, or a discrete portion thereof, are satisfactorily completed, the Developer shall dedicate to the City the Public Improvement, free of any liens or encumbrances, and the City shall accept such Public Improvements in accordance with applicable laws and regulations. Developer shall provide a one (1) year workmanship and materials contractor's warranty in form and content reasonably acceptable to the City for the Public Improvements (the "**Developer's Warranty**"), provided, however, that such Developer's Warranty may be provided by Developer's contractor or contractors directly to the City. Upon acceptance by the City, the Public Improvements shall become public facilities and property of the City. Upon the expiration of the Developer's Warranty, Developer shall assign any remaining warranties or guarantees to the City.

5.4 Payment of Public Improvement Costs. The Developer shall pay all infrastructure improvement costs as the same becomes due and the City shall be obligated to pay the City's portion of the infrastructure reimbursement as set forth in this Agreement.

5.5 Rights of Entry. City will grant to Developer any required licenses and rights of entry reasonably necessary to permit Developer to construct the Public Improvements, subject to reasonable rules and restrictions to minimize any disruption to the public's use of public

easements and rights-of-way. The form of the license shall be in substantially similar form as set forth in Exhibit D. Developer shall promptly upon completion of such construction restore such rights-of-way to their condition prior to Developer's entry.

5.6 City Actions. The City, as necessary to implement the Infrastructure Plan, shall cooperate reasonably with and assist in the acquisition of any necessary public rights-of-way or easements, and cooperate reasonably with and assist in Developer's efforts to obtain necessary approvals from governmental or private entities in connection with the construction and completion of the Public Improvements without incurring any costs, expenses, fees or obligations or liabilities in connection therewith.

6. INFRASTRUCTURE REMBURSEMENT

6.1 Subject to Section 6.4 below, City agrees to reimburse Developer in an amount not to exceed One Million Five Hundred Seventeen Thousand Two Hundred Forty-Two dollars (\$1,517,242.00) of the cost of the Public Improvements (the "**Maximum Payment**") in accordance with the terms of this Agreement and the Purchase Agreement. The application of the City's Maximum Payment shall be as follows:

- A. First towards up to 100% of the stormwater detention basin design and construction costs; and
- B. Second, towards up to 100% of the Newburn Road extension design and construction costs; and
- C. Third, towards any other Public Improvements depicted in the Approved Plans.
- D. The costs for the stormwater detention basin and Newburn Road extension may be reimbursed concurrently so long as they do not exceed the Maximum Payment.

6.2 Payment. Payments shall be based on satisfactorily completed work actually performed during the preceding calendar month. The Developer shall submit to City an itemized application for payment supported by such data substantiating the Developer's right to payment. Payments shall be made for all work completed within twenty-one (21) days after receipt of application for payment. The Developer shall also submit the following statement along with the current progress payment request: "I hereby certify that I have paid all contractors, subcontractors, materials or equipment suppliers for the work provided in conjunction with this Project."

6.3 Condition Precedent. Developer's right to receive reimbursement from the City is conditioned on the Public Improvements reaching final completion (final completion of the Public Improvements shall be the date of City acceptance of the Public Improvements as set forth in Section 5.3 above) within two (2) years after the date on which the property is deeded to the Developer pursuant to the Purchase Agreement ("**Completion Date**"), provided, however, that if Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of a Force Majeure Event, the Performance Date will be extended by the amount of the delay, as long as Developer notifies the City in writing of the

delay within seven (7) business days after Developer is notified of the Force Majeure Event. Developer will use commercially reasonable efforts to remedy any delay caused by a Force Majeure Event. City is under no obligation to reimburse Developer should the Public Improvements not be completed by the Completion Date

6.4 Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decisions of the City concerning budgeted purposes and appropriation of funds. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Developer informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City.

7. **SCHEDULE/PHASING**

7.1 Schedule of Performance. Developer shall use commercially reasonable efforts to ensure that the development of the Property occurs in accordance with the Schedule of Performance.

7.2 Compliance with Schedule of Performance; Extensions. If Developer fails to comply with the Schedule of Performance, then this Agreement shall automatically terminate. No notice of such termination shall be required, as the passage of time without completion of the appointed task cannot be cured. From time to time following the Effective Date, however, Developer and City may, by mutual written agreement, refine and revise the Schedule of Performance as may be necessary to accommodate any factors, events or occurrences which may necessitate such refinement or revision. Notwithstanding the foregoing, so long as Developer is not then in default under this Agreement, Developer shall have the right to extend the time for performance of the milestones listed on the Schedule of Performance as hereafter provided. Developer may extend one item (which shall operate to extend all subsequent items for the same period) listed on the Schedule of Performance once for a period of up to three (3) months by giving written notice to City not less than forty-five (45) days before the then-scheduled performance date. Developer may extend an additional item (which shall operate to extend all subsequent items for the same period) listed on the Schedule of Performance (whether or not a prior extension has been obtained) for an additional period not to exceed three (3) months, by giving written notice to City not less than forty-five (45) days before the then-scheduled performance date.

8. **CITY REVIEW**

8.1 Diligence in Responding to Approval Requests. The City hereby acknowledges and agrees that development of the Property will require the City's ongoing participation in the review and approval of potential modifications and amendments to site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications, and inspections, which are a part of the City's current building and

development requirements (hereinafter collectively called “**Approval Requests**”). The City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property or any portion thereof, and the construction of improvements thereon, it shall cooperate with Developer in good faith to process all such Approval Requests. However, Developer understands and agrees that any and all submittals, requests for approval, permits or other applications subject to City review will be processed, reviewed, approved or denied by the City in its municipal capacity, subject to the exercise of its municipal discretion and in accordance with its regulatory documents, including zoning, building, and subdivision regulations, and other applicable municipal, state and federal laws. The existence of this Agreement shall in no way impact or color the exercise of the City’s municipal discretion when considering any such submittals.

9. **DEFAULT; REMEDIES**

9.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance, and such breach or default continues for a period of thirty (30) days, unless such breach or default cannot be fully resolved in thirty (30) days and such remedy is being diligently pursued, after written notice thereof from the party not in default hereunder.

9.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years’ experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

9.3 Developer’s Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 9.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

9.4 City’s Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 9.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer. Alternatively, if the Developer defaults or neglects to carry out the construction of Public Improvements in accordance with this Agreement and the Approved Plans, City, after providing the written notice required in Section 9.1 to the Developer and its surety, and the opportunity to cure, and without prejudice to any other

remedy City may have, may proceed to make such other necessary and reasonable arrangements to carry out the work in accordance with the Approved Plans, all at the expense of the Developer or its surety.

9.5 Development Rights in the Event of Termination. With the exception of a termination that occurs under Section 9.3 above, upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

9.6 No Personal Liability. No current or former member, official or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assigns; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

9.7 Liability and Indemnification. Developer and its successors or assigns (collectively, "Developer"), shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all third party losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("Claims"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Developer, notify Developer (as provided in Section 30 of this Agreement) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Developer from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Developer. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Developer of the commencement thereof, Developer shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Developer. If Developer promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Developer will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Developer does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Developer does assume the defense of such action, the Indemnified Party shall have the right in good faith to direct the defense of such action on behalf of such Indemnified Party and, upon prior written notice to Developer, settle the action without the consent or approval of Developer and Developer shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the

City may require Developer to provide the City, within thirty (30) days after written notice from the City to Developer, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Developer's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

10. GENERAL PROVISIONS

10.1 Term. The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate five (5) years from such date unless extended in writing by mutual agreement of the Parties.

10.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid, or by overnight mail by a reliable overnight delivery service to:

To City:

City Manager
City of Page
PO Box 1180
Page, Arizona 86040

To Developer:

Premium Builders, LLC
2162 Coyote Creek Rd.
Page, Arizona 86040

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the United States Postal Service in the manner set forth above.

10.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

10.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

10.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this

Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

10.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City and/or Page Utility Enterprises may apply to the Property, and this provision has no effect on them.

10.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

10.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

10.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement and any litigation shall take place only in Coconino County, Arizona.

10.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

10.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

10.12 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

10.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

10.14 A.R.S. 35-393. Pursuant to A.R.S. 35-393 et seq., Developer certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

10.15 A.R.S. § 41-4401. Developer warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of Developer or any subcontractor employee who works under the Agreement to ensure compliance with this provision.

10.16 A.R.S. § 35-394. Pursuant to A.R.S. § 35-394, incorporated herein by reference, Developer certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use:

- A. The forced labor of ethnic Uyghurs in the People's Republic of China.
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Developer becomes aware during the term of the Agreement that it is not in compliance with the written certification, Developer shall notify the City within five business days after becoming aware of the noncompliance. If Developer does not provide the City with a written certification that Developer has remedied the noncompliance within one hundred eighty days after notifying the City of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date

10.17 Successors and Assigns. Upon prior written notice to City, Developer may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Developer (including but not limited to a limited liability company of which the original Developer is a member), who undertakes to proceed with development of the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Developer under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment. Neither Developer nor any permitted assignee of Developer may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of the City, which consent may be unreasonably withheld by the City. This Agreement shall be personal to Developer and its permitted successors and assigns, and shall not run with the land.

10.18 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance, labor or material shortage (a

"Force Majeure Event").

10.19 Time of Essence. Time is of the essence of this Agreement. This Agreement, together with all exhibits, which are incorporated herein, constitute the entire agreement between the Parties hereto pertaining to the subject matters of this Agreement.

10.20 Counterpart Signature. This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF PAGE

PREMIUM BUILDERS, LLC

By: _____
Steven Kidman, Mayor

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same on behalf of Premium Builders, LLC, Manager of Premium Builders, LLC, for the purposes therein contained.

Notary Public

My Commission Expires: _____

Exhibit "A"

Phase 1

Beginning at a point being North 1,029.64 feet along the section line and North 89°43'33" West 70.39 feet from the Southeast Corner of Section 31, Township 41 North, Range 9 East, Gila & Salt River Base & Meridian, and running;

thence South 00°16'27" West 104.51 feet;
thence South 12°22'28" East 234.65 feet;
thence South 26°07'12" East 103.48 feet to the Southerly line of Tract F-1, Case 9, Map 45, as found on file with the Coconino County Recorder's Office, Document No.3255510;
thence South 89°42'28" West 541.41 feet along said Southerly line Tract F-1 to the Easterly line Newburn Road;
thence North 00°16'27" East 398.25 feet along said Easterly line Newburn Road;
thence South 89°43'33" East 85.00 feet;
thence North 00°16'27" East 33.26 feet;
thence South 89°43'33" East 359.00 feet to the Point of Beginning.

Containing 200,611 square feet or 4.61 acres.



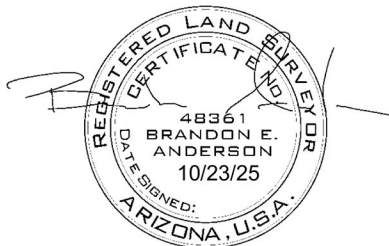
Exhibit "A"

Phase 2

Beginning at a point being North 1,029.64 feet along the section line and North 89°43'33" West 70.39 feet from the Southeast Corner of Section 31, Township 41 North, Range 9 East, Gila & Salt River Base & Meridian, and running;

thence North 89°43'33" West 359.00 feet;
thence South 00°16'27" West 33.26 feet;
thence North 89°43'33" West 85.00 feet to the Easterly line of Newburn Road;
thence North 00°16'27" East 370.06 feet along said Easterly line Newburn Road to the Northwestern corner of Tract F-1, Case 9, Map 45, as found on file with the Coconino County Recorder's Office, Document No.3255510;
thence South 88°58'04" East 444.04 feet along the Northerly line said Tract F-1;
thence South 00°16'27" West 330.93 feet to the Point of Beginning.

Containing 151,064 square feet or 3.47 acres.



EXPIRES: 9/30/2026

§ 152.026 RESIDENTIAL DISTRICTS.

(A) *General purpose.* Residential zoning districts are primarily intended to create, maintain and promote the residential character and nature of neighborhoods which are comprised of a range of compatible densities to accommodate the desired physical appearance of the city. These districts primarily accommodate residential uses, however some nonresidential uses are also allowed to provide public facilities necessary to create a healthy and safe environment to live in.

(B) *Residential districts.*

(1) *Residential-Estate/Two-Acre (RE-2A).* This district is intended to provide an open, country residential atmosphere on large lots where modular and conventional homes are allowed. Lots are typically larger than in the developed portion of the city and include keeping large livestock. Single-family detached homes in this district shall not include manufactured or mobile homes.

(2) *Residential-Estate/One-Acre District (RE-1A).* This district is similar in intent and purpose to the Residential-Estate/Two-Acre (RE-2A) District, except the lot sizes are smaller. In general, the intent is to allow conventional and modular single-family detached housing with large livestock. Single-family homes in this district shall not include manufactured or mobile homes.

(3) *Single-Family Residential-8/8,000 Sq. Ft. (R1-8).* This district is intended to promote and protect the single-family character of a neighborhood where modular and conventional homes are allowed, and to prohibit incompatible activities. Development in this district should afford non-motorized linkages to community and neighborhood services such as schools, parks and shopping areas. All public utilities and facilities must be present. Certain essential and complementary uses are permitted under conditions and standards which ensure their compatibility with the character of the district. Single-family homes in this district shall not include manufactured or mobile homes.

(4) *Single-Family Residential-7/7,000 Sq. Ft. (R1-7).* This district is intended to provide for a modular and conventional single-family dwelling unit environment while providing a denser urban development. Development in this district should afford non-motorized linkages to community and neighborhood services such as schools, parks and shopping areas. All public utilities and facilities must be present. Certain essential and complementary uses are permitted under conditions and standards which ensure their compatibility with the character of the district. Single-family homes in this district shall not include manufactured or mobile homes.

(5) *Single-Family Residential-5/5,000 Sq. Ft. (R1-5).* This district is intended to provide smaller lot sizes than other single-family districts while maintaining a single-family neighborhood character. Development in this district should afford non-motorized linkages to community and neighborhood services such as schools, parks and shopping areas. All public utilities and facilities must be present. Certain essential and complementary uses are permitted under conditions and standards which ensure their compatibility with the character of the district. Single-family homes in this district may include existing and future manufactured homes and conventional and modular homes.

(6) *Small-Lot Residential-2/3,500 Sq. Ft. Single and 7,000 Sq. Ft. Duplex (R-2).* The intent of this district is to provide for neighborhoods comprised of a mixture of conventional and modular single-family detached homes and small-lot residential dwellings such as duplexes, townhomes, or patio homes together with schools, parks, trails and other public facilities. This district may serve as a transition between higher-density multi-family residential districts and low-density single-family residential districts. Single-family homes in this district shall not include manufactured or mobile homes.

(7) *Multiple Family Residential-3 (RM).* This district allows the broadest range of multi-family residential types and is intended for locations closer to primary intensity generators, such as large commercial developments, and to serve as a buffer zone between commercial and lower density residential. The district requires direct connection to higher volume roadways and all public utilities. Provisions for various modes of travel and pedestrian linkages are also critical.

(8) *Manufactured Home Subdivision (MHS).* The intent of this district is to provide an alternative single-family living style for those families who choose a manufactured home environment. Development in this district consists of subdivisions where residents own individual lots. The development standards of this district are intended to be consistent with the standards for other single-family neighborhoods developed at similar densities. All public utilities and facilities must be present.

(9) *Manufactured Home Park (MHP).* The intent of this district is to provide an alternative single-family living style for those families who choose a manufactured home environment, but lease or rent spaces rather than own individual lots. Campgrounds/RV Parks developed in a safe and attractive manner may also be located in this district. The development standards of this district are intended to be consistent with the standards for other single-family neighborhoods developed at similar densities. All public utilities and facilities must be present.

(C) *Residential use standards. Table 2.1-1.* The Table of Allowed Uses for Residential Districts lists land uses permitted by right (P), permitted with approval of a conditional use permit (C) in accordance with § 152.091, or prohibited in each zoning district (NP). The Use Table also includes references to additional use-specific standards that may be applicable to that use. The organization headings and individual abbreviations utilized in the table are explained as follows:

(1) *Use category.* The "use categories" are intended merely as an organizational tool and are not regulatory. These use categories simply help to organize the list of "specific use types" into common groupings for ease of reference.

(2) *Specific use type.* The "specific use types" are regulatory and function as the basis for defining present and future land uses that are appropriate in each zoning district. Rather than list every possible individual land use type, this list classifies individual land uses and activities into specific use types based on common functional, product or physical characteristics, such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. Further definitions of each specific use type can be found in §§ 152.035 through 152.037.

(3) *Use-specific standards.* Section numbers listed in the "Supplemental Use Regulations" column denote the location of additional regulations that are applicable to the specific use type; however, provisions in other sections of this chapter may also apply.

(4) *Non-specified uses.* When a use cannot be reasonably classified into a specific use type, or appears to fit into multiple specific use types, the Director is authorized to determine the most similar and most appropriate specific use type based on the actual or projected characteristics of the individual use or activity (including but not limited to size, scale, operating characteristics and external impacts) in relationship to the specific use type definitions provided in §§ 152.035 through 152.037. Appeal of the Director's decision may be made to the Board of Adjustment following the procedures under § 152.086(K).

Table 2.2-1: Table of Allowed Uses for Residential Districts

Use Category	Specific Use Type	P = Permitted Use C = Conditional Use NP = Not Permitted									
		Residential Zoning Districts									
		RE-2A	RE-1A	R-8	R1-7	R1-5	R-2	R M	M HS	M HP	Supplemental Use Regulations
Table 2.2-1: Table of Allowed Uses for Residential Districts											
		P = Permitted Use C = Conditional Use NP = Not Permitted									

Category	Type	RE-2A	RE-1A	R-8	R1-7	R1-5	R-2	R M	M HS	M HP	Supplemental Use Regulations
Residential Use Category	Assisted Living Center	NP	NP	NP	NP	NP	NP	C	NP	NP	§ 152.045(D)
	Assisted Living Home	P	P	P	P	P	P	C	NP	NP	§ 152.045(D)(1)
	Child Care, Home	P	P	P	P	P	P	P	P	P	§ 152.045(K)
	Dwelling, Duplex	NP	NP	NP	NP	NP	P	P	NP	NP	
	Dwelling, Manufactured Home	NP	NP	NP	NP	P	NP	NP	P	P	§ 152.045(O)
	Dwelling, Modular Home	P	P	P	P	P	P	NP	P	C	
	Dwelling, Multi-Family	NP	NP	NP	NP	NP	NP	P	NP	NP	
	Dwelling, Principal & Accessory Single-Family Detached	P	P	P	P	P	P	P	P	P	
	Group Care Home	P	P	P	P	P	NP	NP	NP	NP	§ 152.045(N)
	Manufactured Home, Park	NP	NP	NP	NP	NP	NP	NP	NP	P	§ 152.045(P)
	Nursing Home	NP	NP	NP	NP	NP	NP	C	NP	NP	§ 152.045(D)
	Resident Care Home	P	P	P	P	P	P	NP	NP	NP	§ 152.045(W)
	Vacation Home Rentals	P	P	P	P	P	P	P	P	P	§ 152.045(BB)
Public and Semi- Public Use Category	Assembly Hall/Auditorium	NP	NP	NP	NP	NP	NP	C	C	C	
	Campground /RV Park	NP	NP	NP	NP	NP	NP	NP	NP	C	§ 152.045(I)
	Child Care, Center	NP	NP	NP	NP	NP	C	C	NP	NP	§ 152.045(J)
	College or University	NP	NP	NP	NP	NP	NP	C	NP	NP	§ 152.045(X)
	Community Playfields and Parks	P	P	P	P	P	P	P	P	P	
	Community Recreation Center	P	P	P	P	P	P	P	P	P	
	Country Club, Private	P	P	P	P	P	P	P	P	P	
	Fraternal or Social Club, Nonprofit	NP	NP	NP	NP	NP	C	C	NP	NP	
	Library	P	P	P	P	P	P	P	NP	NP	
	Public Safety Facility	P	P	P	P	P	P	P	P	P	
	Religious Assembly	P	P	P	P	P	P	P	P	P	§ 152.045(V)
	School, Boarding	C	C	NP	NP	NP	NP	C	NP	NP	§ 152.045(X)
	School, Public or Private, K-8	C	C	C	C	C	C	C	NP	NP	§ 152.045(X)
	School, Public or Private, 9-12	P	P	P	P	P	P	P	P	P	§ 152.045(X)
	Social Service Facility	NP	NP	NP	NP	NP	NP	C	NP	NP	
	Solar Generation Facility	C	NP	NP	NP	NP	NP	NP	NP	NP	

	Utility Facility and Service Yard, Major	C	NP	NP	NP	NP	N P	N P	NP	NP	
	Utility Facility, Minor	P	P	P	P	P	P	P	P	P	
	Wireless Communication Facility (WCF) (including tower and supporting facilities)	C	C	C	C	C	C	C	C	C	§ 152.045(C C)
Agriculture Use Category	Agriculture, General	P	C	NP	NP	NP	N P	N P	NP	NP	
	Market Garden	P	P	C	C	C	C	C	C	NP	
	Ranching, Commercial	P	C	NP	NP	NP	N P	N P	NP	NP	
Commercial Use Category	Farmers Market, Permanent	C	C	NP	NP	NP	N P	N P	NP	NP	
	Feed Store	C	NP	NP	NP	NP	N P	N P	NP	NP	
	Golf Course, Unlighted	C	C	C	C	C	C	C	C	C	
	Parking Lots and Parking Structure	NP	NP	NP	NP	NP	N P	P	NP	NP	

(D) *Residential development standards.* The following development standards identified in Table 2.2-2 apply to all principal uses and structures in residential districts, except as otherwise expressly stated in this code. General exceptions to these regulations and rules for measuring compliance can be found in §§ 152.035 through 152.037. Regulations governing accessory uses and structures can be found in §152.046.

Table 2.2-2: Residential District Development Standards										
	Zoning District		Density, Maximum (dwelling units/gross acre)	Lot Dimensions, minimum		Setbacks			Lot Coverage, maximum (%)	Building Height, maximum (feet)
				Lot size (square feet)	Lot Width (feet) [1]	Front (feet)	Side (feet)	Rear (feet)		
Single-Family Residential	RE-2A		-	87,120	200	25	25	25	20	35
	RE-1A		-	43,560	150	25	25	25	25	35
	R1-8		-	8,000	70	20[2]	5 w/15 aggregate [4]	10	40	30
	R1-7		-	7,000	60	20[2]	5 w/15 aggregate [4]	10	45	30
	R1-5		-	5,000	50	15[3]	5[4]	10	-	30
	MHS		10	3 Acre Site	40	15[3]	5[4]	10	45	30
				5,000 lot						
Multi-Family Residential	MPH	Manufactured Home Park	10 (spaces/gross acre)	3 Acre Site	40	15[3]	5[4]	10	50 (space)	30
				3,000 space						
		Campground/RV Park	18 (spaces/gross acre)	2 Acre Site	28	10	5	5	-	20
				1,200 space						
	R-2	Single-Family Detached	8	3,500	35	15[3]	5[4]	10	50	30
		All other uses	12	7,000 Site[6]	-	20	15[5]	15[5]	50[7]	30
	RM		12 (min)	7,000 Site[6]	-	20	15[5]	15[5]	50[7]	35

- [1] Lot width is measured at front setback.
- [2] Front setback shall be 15 feet for side entry garages and/or covered front porch.
- [3] Front setback shall be 20 feet for front entry garages and carports.
- [4] For all corner lots adjacent to a public right-of-way, the minimum street side yard setback shall be ten feet.
- [5] Zero feet for dwelling units with common walls.
- [6] For Single-Family Attached uses within a common site, the minimum individual lot/dwelling unit size shall be 1,500 square feet.
- [7] For Single-Family Attached uses within a common site, the maximum individual lot/dwelling unit coverage shall be 95%.

(E) *Single-family Residential design guidelines.* The purpose of this section is to help provide a pleasant residential environment for all single-family dwelling units and subdivisions. Multi-family design guidelines are defined under § 152.027 Commercial and Mixed-Use Overlay Districts.

(1) *Utilities.* All on-site and off-site electric and communication utility lines shall be placed underground. To allow for future connections and extensions, all underground utilities shall be extended a minimum of two feet (2'-0") beyond the farthest property boundary, to prevent damaging existing pavement or landscaping when future utility extensions are made.

(Ord. 648-18, passed 11-28-2018; Ord. 671-20, passed 5-27-2020; Ord. 703-23, passed 3-22-2023)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF PAGE
ATTN: CITY CLERK
697 VISTA AVENUE
PAGE, AZ 86040

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED RESTRICTION

The CITY OF PAGE ("**Declarant**") holds title to the following real property located in Coconino County, Arizona:

SEE EXHIBIT "A" attached hereto and incorporated by this reference (the "**Property**").

Declarant hereby imposes the following perpetual deed restrictions on the Property:

1. **Permanent Residential Use:** The Property shall only be occupied as a primary residence of the person that holds title to the Property ("**Owner-Occupied**") or occupied as a residence under a residential lease agreement for a period of not less than six (6) continuous months duration ("**Long Term Rental**"). For duplexes, one side of the duplex must be Owner-Occupied while the other side of the duplex may only be used as a Long Term Rental or Owner-Occupied.
2. **Prohibited Uses:** Prohibited uses for the Property include, but are not limited to, transient occupancy, daily, weekly, or monthly rentals, vacation rentals, or bed-and-breakfasts (collectively, "**Short Term Rental**"). Short Term Rental uses are prohibited on the Property. A Long Term Rental use on the Property specifically prohibits any use of the Property as a Short Term Rental.
3. **Rentals/Leases:** Any residential lease agreement must be in writing and comply with this restriction.
4. **Covenants Running with the Land:** Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, and used subject to the applicable terms, conditions and obligations imposed by this Deed Restriction relating to the use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the use of the Property, as applicable. The provisions of this Deed Restriction shall (subject to the limitations contained herein and without modifying the provisions of this Deed Restriction) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners of the Property and each of them.
5. **Enforcement:** Any violation of this Deed Restriction shall allow any homeowners association the Property is included within, the City of Page, or any owner of any portion of the Property to enforce the provisions of this Deed Restriction by an action for any equitable remedy including injunction or specific performance, as well as pursue an action to recover damages.

6. **Modification:** This Deed Restriction may not be modified, amended, altered, changed or removed from the Property without the express written consent of the City of Page.

This Deed Restriction is EXECUTED as of the ____day of _____, 2026.

DECLARANT:

CITY OF PAGE

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same on behalf of the City of Page for the purposes therein contained.

Notary Public

My Commission Expires: _____

Exhibit D

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 2026 (the “Effective Date”), by and between Premium Builders, LLC (“Grantee”), and the City of Page, an Arizona municipal corporation (“Grantor”).

RECITALS:

Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a temporary license to access, use and construct upon certain of Grantor’s Property, more particularly depicted on Exhibit A hereto (the “License Area”) during construction as outlined in the Development Agreement dated _____ (“Development Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Temporary License. Grantor does hereby grant and convey to Grantee and Grantee’s agents, contractors, invitees, employees, representatives, successors and assigns (collectively, the “Grantee Parties”), a non-exclusive right to enter upon the License Area for the following purposes (collectively, the “Activities”): reasonable ingress and egress to and from the License Area by construction vehicles, equipment and personnel; storage of construction materials and equipment; the right to construct the improvements as outlined in the Development Agreement; and other similar, reasonable activities ancillary to the construction and installation of the public improvements set forth in the Development Agreement (collectively, the “Improvements”). The license granted herein shall expire on the earlier of completion of construction of the Improvements, or two (2) years from the Effective Date.

This License is subject to all existing encumbrances of record, including easements and licenses to which the License Area is subject. It shall be Grantee’s obligation and responsibility to ascertain the rights of all third parties.

2. Insurance. During the effective term of this Agreement and as a condition precedent to the effectiveness of the License, the Grantee and its successors and assigns, at its own expense shall maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in Arizona, which shall insure the Grantee, the Grantor, including its officials, officers, employees, volunteers and agents, against liability for injury to persons and property and for the death of any person occurring in, on or about the License Area. The limits of such insurance shall not be less than \$1,000,000 for each occurrence to include property damage, personal injury, bodily injury, products, and completed operations, with a \$2,000,000 general aggregate. Said insurance shall be primary to any insurance policy coverage applicable to the Grantor. Grantee shall be responsible for any deductible. The certificate of insurance shall be issued and shall name the Grantor, its employees, officers, officials, agents and volunteers as an additional insured and shall provide coverage for claims made after the effective term of this License for occurrences during the effective term hereof.

Grantee shall provide Grantor with duplicates of insurance policies maintained by the Grantee pursuant to this agreement and certificates of insurance relating thereto issued by the insurers. In the event the Grantee shall fail to maintain or renew any insurance policy required

hereunder, or to pay the premiums therefor, Grantor and/or any mortgagee of the Improvements may, with fifteen (15) days prior written notice to the Grantee, at their respective options but without obligation to do so, procure such insurance or pay such premiums, and any sums expended therefor shall be repaid by the Grantee to the party expending the same upon demand, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly until repaid by the Grantee.

Grantee shall use its commercially reasonable efforts to obtain the agreement of each insurance company in which a policy required hereunder is carried that such policy shall not be cancelled or terminated without thirty (30) days prior written notice to the Grantor.

3. Indemnification. Grantee shall indemnify, defend and hold each of Grantor and its officers, officials, employees, agents and volunteers harmless from and against any claims, expenses, liabilities, deductibles, losses, damages and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, due to or as a result of (a) the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from or in connection with the Activities or Grantee's exercise of, or use of, the License granted herein (except claims resulting from the gross negligence or willful misconduct of Grantor, or any of the agents, servants or employees of Grantor, as applicable), wherever the same may occur, or (b) mechanics liens which arise from work performed by, or on behalf of, Grantee.

4. Mechanic's Lien. In the event any mechanic's lien is filed against Grantor's Property as a result of the Activities or services performed or materials furnished by or for the benefit of Grantee, then Grantee shall cause such lien to be discharged within thirty (30) days after receiving notice thereof either by paying the indebtedness which gave rise to such lien, or by posting bond or other security as shall be required by law to obtain such release and discharge.

5. Performance of Activities; Removal of Equipment. Grantee shall conduct the Activities at its sole cost and expense, and in compliance with all applicable federal, state and local laws, regulations and requirements and generally accepted professional construction standards. Grantee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required solely by Grantee's actions pursuant to this License. When the Activities are completed, or the License is otherwise terminated, Grantee shall at its sole cost and expense remove from the License Area any and all equipment and materials used by it or its contractors, agents and invitees in conducting the Activities, and shall repair all damage to the License Area caused by the conduct of the Activities. Grantee shall perform all Activities with due care, diligence and cooperation with Grantor to avoid accident, damage or harm to persons or property.

6. Default; Remedies. It is a default if either party fails to perform its obligations under this Agreement and such failure is not cured within ten (10) days after written notice from the non-defaulting party. The non-defaulting party shall be entitled to full and adequate relief by all available legal and equitable remedies, including, without limitation, specific performance.

7. Notices. Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor: City of Page, Arizona
PO Box 1180
Page, AZ 86040

If to Grantee: Premium Builders, LLC
2162 Coyote Creek Rd
Page, Arizona 86040

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

8. Severability. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Arizona located in the County of Coconino or (as applicable) the United States District Court for the District of Arizona, (b) submit to the exclusive jurisdiction of the courts of the State of Arizona located in the County of Coconino and the United States District Court for the District of Arizona, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

10. Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

11. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

12. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

13. No Waiver. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each

and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

14. Modifications. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. No Third-Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

16. Benefit and Binding Effect. This Agreement and all provisions hereunder shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Grantee may not assign this Agreement or the License granted hereunder, without the prior consent of Grantor, which shall not be unreasonably withheld. In the event of assignment of this Agreement by Grantee, provided that the assignee has provided Grantor with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Grantee under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to Grantor), the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment.

17. Arizona Provisions.

Grantee warrants compliance with all Federal immigration laws and regulations relating to its employees and subcontractors and warrants its compliance with A.R.S. § 41-4401, incorporated herein by reference, including the E-verify program. A breach of this section shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement. The City of Page retains the legal right to inspect the papers of Grantee or any subcontractor employee who works under the Agreement to ensure compliance with this provision.

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement.

Pursuant to A.R.S. §35-394, incorporated herein by reference, Grantee certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

///

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF PAGE

PREMIUM BUILDERS, LLC

By: _____

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney