

AGENDA

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, October 17, 2012 @ 6:00 P.M.

TUSAYAN TOWN HALL BUILDING
845 Mustang Drive, Tusayan Arizona

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Tusayan Town Council and to the general public that the Tusayan Town Council will hold a meeting open to the public on Wednesday, July 18, 2012 at the Tusayan Town Hall Building. If authorized by a majority vote of the Tusayan Town Council, an executive session may be held immediately after the vote and will not be open to the public. The Council may vote to go into executive session pursuant to A.R.S. § 38-431.03.A.3 for legal advice concerning any matter on the agenda, including those items set forth in the consent and regular agenda sections. The Town Council may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting Town manager (928) 638-9909 as soon as possible.

As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today's meeting.

TOWN COUNCIL REGULAR MEETING AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

MAYOR BRYAN
VICE MAYOR MONTOYA

COUNCILMEMBER FITZGERALD
COUNCILMEMBER RUETER
COUNCILMEMBER SANDERSON

** One or two Council Members may attend by telephone*

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Members of the public may address the Council on items not on the printed agenda. The Council may not discuss, consider or act upon any matter raised during public comment. Comments will be limited to three minutes per person.

Members of the audience who wish to speak to the Council on an item listed as Public Hearing should complete a Request to Speak Card and turn it into the Town Clerk. Speakers will be limited to three minutes each.

4. CEREMONIAL AND/OR INFORMATIONAL MATTERS

A. Presentation and discussion on roundabout safety

5. CONSENT AGENDA

ITEMS ON THE CONSENT AGENDA ARE ROUTINE IN NATURE AND WILL BE ACTED ON WITH ONE MOTION AND ONE VOTE. PUBLIC HEARING ITEMS ARE DESIGNATED

WITH AN ASTERISK (*). MEMBERS OF THE COUNCIL OR STAFF MAY ASK THE MAYOR TO REMOVE ANY ITEM FROM THE CONSENT AGENDA TO BE DISCUSSED AND ACTED UPON SEPARATELY.

A. Minutes of:

- a. Town Council Regular Meetings of 8/15/12, 9/5/12, and 9/12/12
- b. Town Council Municipal Code Workshop of 9/4/12

B. Accounts Payable Billings.

6. COMMITTEE REPORTS

7. ACTION ITEMS

- A. Consideration, Discussion, and Possible Approval of Coconino County IGA regarding Elections.
- B. Consideration, Discussion, and Possible Approval of professional services contract with RobbCo for snow removal and general maintenance.

8. DISCUSSION ITEMS

- A. Presentation on Pre-Annexation and Development Agreement (PADA) timeline.

9. TOWN MANAGER'S REPORT

10. FUTURE AGENDA ITEMS

11. COUNCIL MEMBERS' REPORTS

12. MAYOR'S REPORT

13. MOTION TO ADJOURN

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store in Tusayan, Arizona on this _____ day of October, 2012, at _____ p.m. in accordance with the statement filed by the Tusayan Town Council.

DATED this _____ day of October, 2012.

Signature of person posting the agenda

ITEM NO. 5A

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, August 15, 2012 at 6:00 P.M.

TUSAYAN TOWN HALL

845 Mustang Drive, Tusayan Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bryan called the meeting to order at 6:00pm and the Pledge of Allegiance was recited.

2. ROLL CALL

Upon roll call, the following were present:

MAYOR BRYAN
VICE MAYOR MONTOYA

COUNCILMEMBER FITZGERALD - Excused
COUNCILMEMBER SANDERSON
COUNCILMEMBER RUETER

Also Present:

Tami Ryall, Interim Town Manager
Laura Matthews, Interim Town Clerk

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mike Poge, CEO, Last Mile Research Broadband, told the Council that he has been searching for partners in order to bring broadband infrastructure to Tusayan for six months. On August 27, 2012, he and his partner, Com-Net, will begin stage one of a planned initiative to bring unlimited bandwidth to the area, beginning with the area hotels.

The first benefit of bringing fiber optic to the Town will be an increase to home and business values. Citizens will no longer be dependent on a single service provider, and with unlimited broadband, the community will also have unlimited television channels.

Users would "hop on the Town's highway" and pay a fee to use that highway.

In summary, Mr. Poge stated that the Town could have the fastest internet on earth, right here in Tusayan, and within a relatively short period of time. Tusayan would have the freedom to choose providers and content. Because it is unlimited usage, there will be competitive pricing, and it will increase property values

4. CEREMONIAL AND INFORMATIONAL MATTERS

None.

5. CONSENT AGENDA

A. Consideration and Possible Approval of Accounts Payable Billings.

Councilmember Rueter moved to approve the Consent Agenda, seconded by Vice Mayor Montoya. The motion passed on unanimous vote.

7. PUBLIC HEARING

A. Consideration, discussion, and possible approval of a resolution adopting the "Town of Tusayan Final Budget for Fiscal Year 2012/13".

Interim Manager Ryall noted there have been no changes since the Council's adoption of the Preliminary Budget July 7, 2012. All legal requirements for posting, advertising, etc., have been complied with.

Mayor Bryan opened the public hearing, there being no public participation, the public hearing was closed.

Councilmember Rueter moved to approve Resolution 2012-05 adopting and declaring as a public record the Town of Tusayan Final Budget for Fiscal Year 2012/13. The motion was seconded by Vice Mayor Montoya and passed on unanimous vote.

8. ACTION ITEMS

A. Consideration, discussion, and possible reaffirmation of financial commitment by the Town to the Tusayan Community Park Project.

Town Manager Ryall reported that bids have been opened by the Tusayan School District. Ms. Ryall reviewed with the Council a handout from Andrew Aldaz, Project Manager, with a breakdown of the costs associated with specific aspects of the park project.

Mayor Bryan read a statement from former Mayor, Pete Shearer, stating his support of the Town Council – Grand Canyon School District partnership in the construction of a community park.

Councilmember Rueter moved to reaffirm financial participation by the Town of Tusayan for the Tusayan Community Park not to exceed \$275,000 for Fiscal Year 2012/13. Town funding is contingent on the following being included in the construction package:

- \$141,016 for construction of a sports court and site improvements
- \$54,400 for power and lighting
- \$57,850 for fencing
- \$27,000 for architect fees
- \$7,500 for project management
- \$27,800 for concrete ABC base course and earthwork for the tot lot (does not include play equipment)
- \$24,700, and any additional funds raised through private donations, for site preparation and grading for the special event ramada

Payment shall be made by the Town in monthly progress payments within 10 days after receiving a request from the School District for work performed during the previous 30-day period. Any change orders in scope shall require approval of both the School District and Town designated representatives.

The motion was seconded by Vice Mayor Montoya.

Michael Taylor, Taylor Architects, explained that "tot lot complete" means fencing around the tot lot, concrete curbing to surround two future pieces of play equipment and a relocated swing set, the grading, compacted ABC, wood-chip fall protection, and two handicapped ramps access into the fall protection area.

Councilmember Sanderson questioned setting up the foundations of a ramada and a tot lot, with neither of them being usable. He suggested moving some of the tot lot money to finish the ramada, so at least something would be usable. During discussion, it was noted that the tot lot would have to be reduced in scope in order to accomplish the above, and there was no support for that solution.

Council agreed that the Town Manager would review invoices and authorize payments on the project.

A donation from the Red Feather Lodge in the amount of \$25,000 is reserved for the ramada project. The Rotary's commitment of \$10,000 is also reserved for the ramada. The Squire Inn has committed \$25,000 for the tot lot equipment during the next phase.

For clarification, all power and lighting will be provided by the contractor.

The motion as read by Councilmember Rueter passed on unanimous vote.

B. Consideration, discussion, and possible approval of a resolution and ordinance establishing Council/Manager Form of Governance.

Interim Manager Ryall highlighted some of the Town Manager's responsibilities and authority under the Council/Manager Form of Governance, such as; 1) hiring and firing of employees; 2) upholding ordinances and making sure the Town complies with laws; 3) bringing an annual budget to the Council for adoption; and, 4) investigating complaints.

Mayor Bryan asked that the prior ordinance on this matter be rescinded. Doing so at the same time as the ordinance updates with the Municipal Code process is acceptable.

Councilmember Rueter moved to adopt Ordinance 2012-06 adopting the Council/Manager Form of Governance, and Resolution 2012-06 declaring it a public record. The motion was seconded by Vice Mayor Montoya and passed on unanimous vote.

C. Consideration, discussion, and possible acceptance of escrow instructions for dedication of 40 acres to the Town of Tusayan from the Stilo Group.

Ms. Ryall explained that the escrow instructions relate to the dedication of the property associated with the development agreement from the Stilo Group. It prescribes the

method by which the parcels shall be surveyed, the environmental clearances needed, and the method by which the Town would take possession.

On page 1, the document establishes a dollar value for the parcels at 10 million dollars. Manager Ryall noted she will ask the Town's Attorney to request that the dollar amount be changed to fair market value. When the parcels are being surveyed, it has been agreed to place markers at all corners so the area will be readily identifiable to the public, to Town Staff, and to the Town Council.

The environmental documents include a valuation of both the cultural and archeological conditions of the property to see if there are any sites of significance.

Clarinda Vail, resident, asked if the exhibits (deeds) to the escrow instructions were available for public inspection at this time. Manager Ryall stated that she received them late in the afternoon before the meeting and had not been able to reproduce for the public. Ms. Vail believed that they were a key piece of the documents and requested that the Council postpone their consideration of the item until their next meeting when the exhibits will be available.

Councilmember Rueter recused himself from discussion and vote on this item due to his employment with Camper Village.

Upon questions from the Council regarding the exhibits, Manager Ryall clarified that the matter before the Council is escrow instructions only and the Council is not approving or accepting the dedication at this point. This action negotiates what has to be done, and the sequence of events, before the dedication can come before the Council for consideration.

Vice Mayor Montoya moved to accept the escrow instructions, with the revision explained by the Town Manager regarding 10 million dollars valuation being changed to fair market value, and the valuation of both the cultural and archeological conditions of the property being unknown at this point, and that the corners of the parcels be clearly marked. The motion was seconded by Councilmember Sanderson.

Mayor Bryan noted the timelines in the escrow instructions. Once the legal descriptions and surveys are complete, Staff has a certain amount of time to evaluate and decide if each parcel meets the Town's needs. The Town then has the ability to reject parcels and choose others. At the appropriate time, the Council will be required to knowingly and cognitively decide to accept or reject the parcels.

The motion passed on unanimous vote.

Councilmember Rueter returned to the meeting.

D. Consideration, discussion, and possible action on participation in the Arizona State Retirement System.

Interim Manager Ryall stated she has no new information on this item.

Councilmember Rueter moved to table the item. The motion was seconded Councilmember Sanderson and passed on unanimous vote.

9. DISCUSSION ITEMS

A. Discussion of process for development of a five-year Capital Improvement Program (CIP) for the Town of Tusayan.

The Interim Manager recommended that the Council move forward during the "budget off-season" to develop a small CIP program to plan for strategic capital items for the next five years. Citizens and others have brought to her attention the need to invest in fiber optics and to increase internet access in the community. Some would like to see additional support given to the Tusayan Community Park, and others would like a parking lot and sidewalks added to the Town Hall employee-housing project. She asked for direction from the Council regarding a CIP process.

After discussion, Council requested an educational workshop for themselves to explore such issues as; 1) how to rate priorities; 2) how to forecast the length of projects; 3) what projects have potential grant funding by State or Federal programs; 4) what projects would be funded solely by the Town; and, 5) what items is a Town responsible to provide to their community. They would like to explore the full gamut of possibilities for the future.

After this learning process, the public would be solicited for public workshops to help form a consciousness of where the community wants to be in five years.

There was consensus to hold the educational workshop at one of the lighter Municipal Code Workshops in October or November. The Manager noted that there is ample time to complete this process prior to entering next year's budget process.

B. Discussion on recruitment of a permanent Town Manager and Town Clerk.

Mayor Bryan opened the discussion by commenting that the Council may want to consider one or the other of the positions becoming full-time with the recruitment of permanent staff. The Council has many goals, and additional staff hours may be desired.

Council agreed that it was important to expedite the employee housing project in order to enhance recruitment efforts. There was also agreement to hire the Town Clerk position first and to uphold the Interim Town Manager's authority to make the hire. Interim Town Manager should work with Arizona League of Cities and Towns to pursue filling both positions.

Some members of the Council expressed their desire to make the Town Clerk position a full-time job, and to maintain full-time hours at the Town Hall building. In discussing characteristics for the successful candidates for both positions, Council would like permanent staff to be able to make a commitment to live in and be a part of the community, allowing for flexibility until housing is available.

Council desires:

- Town Hall to be open 5 days a week but is open to staff working 4 tens with overlapping schedules.
- Town Manager and Clerk should become residents of the town.
- What can we legally require?

Qualities desired in town Manager:

- Efficiency
- Task-oriented
- Communicative
- Willingness to work with the public
- Need job description, so Interim Town Manager will get one from another small town.

Clerk position should be advertised as soon as possible. Interim Town Manager may choose to include help from other City Clerks in the hiring process. The Town Manager will be in charge of the hiring process.

10. TOWN MANAGER'S REPORT

Manager will pick up a few shovels to paint gold for a ground-breaking ceremony for the Community Park. Would also like to have a ribbon-cutting ceremony with ADOT to celebrate the completion of the Highway 64 project.

Employee Housing project is on or ahead of schedule. We'll have pricing from 6 companies for the site work by August 31st.

11. FUTURE AGENDA ITEMS

- **Public hearing on zoning code on the 28th and Zoning 101 training for new members**
- **1st Workshop on the Municipal Code on September 4th**
- **September 5th**
 - o **Flood Management Presentation**
 - o **Housing Financing presentation**
 - o **Resolution for the Town to join NACOG**
 - o **Participation in the state retirement system**
- **September 19th**
 - o **Contract extension with International Housing Solutions**
- **October 3rd**
 - o **Outline of development of Public Housing Authority**
- **October 2nd workshop on the municipal code**

12. COUNCILMEMBERS' REPORTS

None

12. MAYOR'S REPORT

- Mayor and Manager attended presentation on Aerial Fiber Optics on the Navajo Nation
- The town will be responsible for management of the sports court
- The town will also be responsible for the ADOT landscaping in one year or August 1, 2012
- Mayor will not be able to attend the September 19th meeting

13. MOTION TO ADJOURN

Council Member Reuter moved to adjourn the meeting at 8:00pm. The motion was seconded by Council Member Montoya and it passed unanimously.

MAYOR

ATTEST:

INTERIM TOWN CLERK

CERTIFICATION

State of Arizona)
) ss.
Coconino County)

I, Laura Matthews, do hereby certify that I am the Interim Town Clerk of the Town of Tusayan, County of Coconino, State of Arizona, and that the above minutes are a true and correct summary of the meeting of the Council of the Town of Tusayan held on August 15, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 11th day of October, 2012.

INTERIM TOWN CLERK

TUSAYAN TOWN COUNCIL WORKSHOP

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Tuesday, September 4, 2012 at 5:00 P.M.

TUSAYAN TOWN HALL

845 Mustang Drive, Tusayan, Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bryan called the meeting to order at 5:12 p.m. and the Pledge of Allegiance was recited.

2. ROLL CALL

On roll call, all were present:

**MAYOR BRYAN
VICE MAYOR MONTOYA**

**COUNCILMEMBER FITZGERALD
COUNCILMEMBER RUETER
COUNCILMEMBER SANDERSON**

Also present were:

Tami Ryall, Interim Town Manager
Melissa Malone, Alternate Town Clerk

3. DRAFT LANGUAGE FOR THE TUSAYAN MUNICIPAL CODE – Presented by Tami Ryall, Interim Town Manager

A. Chapter 14 – Employment

- 1) Discussion of fingerprinting all applicants vs. condition of employment. Mayor Bryan also suggested drug testing (illegal drugs) and criminal background check be added to the language. Further discussion covered drug testing if an accident occurs, random testing, reasonable suspicion, and medical marijuana.
- 2) Discussion of getting opinion of Town Attorney on medical marijuana rules with employment, testing, & operation of town equipment.
- 3) Manager Ryall will get boiler plate from established towns/cities for this area.

B. Chapter 3 – Administration

- 1) Agreement to delete Section 3-1-2, Dual Positions & Section 3-1-3 B, Termination Other than for Cause.
- 2) Article 3-2:
 - a) Discussion of temporary absence of Town Manager and appointing temporary replacement.
 - b) Rights of the council were discussed vs. right of Manager to appoint.
 - c) Decision to delete last 2 sentences of paragraph in 3-2, Officers. Paragraph will revert to ARS 9-237 language.
 - d) Agreement to delete Section 3-2-1.1
 - e) Agreement to reserve Sections 3-2-3 through 6 for Directors to be determined.

- f) Discussion of Section 3-2-7 Town Attorney. Decision: 3rd & 4th sentences of 3-2-7 B.2 should become number 9 and sentence 3 of 3-2-7 B.4. should be deleted.
- g) Discussion of 3-2-7 B.8. Agreement to change "Town Attorney" to "Town Manager" in first sentence. The 2nd sentence was changed to "No individual Council Member shall be allowed to directly contact contract attorneys without consulting the Town Manager." The last sentence was deleted.

C. Break – 7pm-7:08pm

D. Chapter 1 – General

- 1) Stands as is and will be brought forth for passage at the end of the process since it defines the effective date.

E. Code chapters will be brought for action in the 2nd meeting of the next month.

4. MOTION TO ADJOURN

There being no further business to come before the Council, Mayor Bryan requested a motion to adjourn at 7:19pm. Vice Mayor Montoya moved to adjourn the meeting, seconded by Councilmember Sanderson. The vote was unanimous in favor.

MAYOR

ATTEST:

TOWN CLERK

CERTIFICATION

State of Arizona)
) ss.

Coconino County)

I, Melissa Malone, do hereby certify that I am the Town Clerk of the Town of Tusayan, County of Coconino, State of Arizona, and that the above minutes are a true and correct summary of the meeting of the Council of the Town of Tusayan held on September 4, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 11th day of October, 2012.

TOWN CLERK

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, September 5, 2012 at 6:00 P.M.

TUSAYAN TOWN HALL

845 Mustang Drive, Tusayan Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bryan called the meeting to order at 6:02pm and the Pledge of Allegiance was recited.

2. ROLL CALL

Upon roll call, all members were present:

MAYOR BRYAN
VICE MAYOR MONTOYA

COUNCILMEMBER FITZGERALD
COUNCILMEMBER SANDERSON
COUNCILMEMBER RUETER

Also Present:

Tami Ryall, Interim Town Manager
Melissa Malone, Alternate Town Clerk

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

None.

4. CEREMONIAL AND INFORMATIONAL MATTERS

A. Flood Management Presentation – Forest Service

1) Tom Smith - Peak Engineering of Flagstaff

- a) Conclusions listed on Page 12 of report: detention basins could significantly reduce flooding. A study of the drainage within the town is recommended.
- b) Discussion of Coconino watershed
- c) Discussion by Vice Mayor Montoya of 3 washes near his home which experienced significant flooding on August 28
- d) The study did not include the new National Park Service parking lot.

2) Nicholas Larson, National Forest Service

- a) Flooding within the Town of Tusayan has not been addressed
- b) Creating detention basins may not significantly decrease flooding within the town
- c) Forest Service recommends a study including the town (a larger scope), looking at the problem as a whole

- d) Mayor Bryan: Much additional discussion will be required
- B. Housing Financing Presentation:
 - 1) Ernie Wetherbee, United States Department of Agriculture (USDA) Housing Program Director, Phoenix, AZ
 - a) USDA Rural Development Programs – Affordable Housing, targeting low income subsidies, providing low interest mortgages until homeowner can “graduate” and refinance through conventional means. No down payment is required and a loan on a stick-built home can be financed for up to 38 years and 30 years for a manufactured home.
 - b) Community Facilities Programs – sewer systems, fire stations, daycare facilities, telecommunications, etc. Councilman Reuter requested information on telecommunications assistance.
 - c) Affordable Rentals – rental assistance for low income renters. Funds are limited nationally for community- or municipality-funded housing.
 - 2) Tom De Paolo,
 - a) Discussion of short-term, temporary program of home ownership

5. CONSENT AGENDA

- A. Approval of Minutes of Town Council Workshop and Regular Meeting of 7/3/12; Regular Meetings of 7/11/12 and 7/18/12; and Workshop and Regular Meeting of 8/1/12**
- B. Consideration and Possible Approval of Accounts Payable Billings.** - Mayor Greg Bryan reported that we have checks for \$12,964.00.

Motion was made to approve the Consent Agenda, minus minutes of July 3rd Vice Mayor Al Montoya moved to approve the consent agenda, seconded by Council Member John Reuter. The motion passed on unanimous vote.

Mr. De Paolo requested his letter of clarification be added to the minutes. Mayor Bryan moved to approve July 3rd minutes with letter, seconded by Councilman Sanderson. The motion passed on unanimous vote.

6. ACTION ITEMS

- A. Consideration, discussion, and possible approval of Resolution No. 2012-07, A Resolution of Intent to join Northern Arizona Council of Governments (NACOG) by the Town of Tusayan.**
 - a. The Clerk read the resolution, Councilmember Montoya made a motion to approve, it was seconded by Councilmember Reuter, and the motion passed on unanimous vote.
 - b. Mayor Bryan requested outline of the NACOG committees & structure

B. Consideration, discussion, and possible approval of two resolutions adopting participation in Arizona State Retirement System (ASRS).

- a. The reading of resolutions 2012-08 & 2012-09 was waived
- b. Mayor Bryan moved to approve, it was seconded by Councilmember Fitzgerald, and the motion passed on unanimous vote.

C. Consideration, discussion, and possible approval of two Rental Agreements with the Arizona Department of Transportation (ADOT) for the Tusayan Employee Housing Project

- a. The rental agreements are for 10 years but rental fees are waived until occupied. There is no cap on rental fees but increases are tied to CPI. Utilities will be paid by the Town.
- b. Councilmember Reuter made a motion to approve both agreements. It was seconded by Councilmember Fitzgerald, and the motion passed on unanimous vote.

D. Consideration, discussion, and possible approval of engaging the League of AZ Cities & Towns to conduct a search for permanent Town Manager for \$2,500 and out-of-pocket expenses not expected to exceed \$1,000

- a. Councilmember Reuter made a motion to approve and it was seconded by Councilmember Sanderson.
- b. There was a discussion of out-of pocket expenses.
- c. The motion passed with a unanimous vote.

9. DISCUSSION ITEMS

None.

10. TOWN MANAGER'S REPORT

- A. A representative of the School District would like to present to council regarding the Community Park
- B. We need a Special Meeting to canvass the vote on Monday, 9/10/12. Council agreed to meet at 8am
- C. Housing schedule on target

11. FUTURE AGENDA ITEMS

- September 19th
 - o Contract extension with International Housing Solutions
 - o Town Prosecutor
 - o Discussion of roundabout safety
 - o Update on overlay maps from Manager
 - o Update from Brown & Young on surveys

- September 25th
 - o Public Hearing on Zoning Code
 - o CUP Consideration and design overlay for patio addition at Grand Canyon Dinner Theater
- October 2nd
 - o workshop on the municipal code
- October 3rd
 - o Discussion of capital improvement plan
- October 17th
 - o Outline of development of Public Housing Authority

12. COUNCILMEMBERS' REPORTS

- Councilmember Reuter – no report
- Councilmember Fitzgerald discussed visiting Virginia
- Councilmember Sanderson attended League conference, very informative, water planning, water usage of Colorado River exceeds volume & growth must be restricted. Web site recommendations.
- Montoya – no report

12. MAYOR'S REPORT

- The League meeting was great. League site has list of presenters & presentations, recommend Urban Land Institute presentation, Board of Adjustments conference, Dec 7, 2012 in Phoenix, House Bill 2026, consolidation of elections, League wants it repealed.

13. MOTION TO ADJOURN

Council Member Reuter moved to adjourn the meeting at 7:46pm. The motion was seconded by Council Member Fitzgerald and it passed unanimously.

MAYOR

ATTEST:

TOWN CLERK

CERTIFICATION

State of Arizona)
) ss.
Coconino County)

I, Melissa Malone, do hereby certify that I am the Interim Town Clerk of the Town of Tusayan, County of Coconino, State of Arizona, and that the above minutes are a true and correct summary of the meeting of the Council of the Town of Tusayan held on August 15, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 11th day of October, 2012.

TOWN CLERK

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, September 12, 2012 at 6:00 P.M.

TUSAYAN TOWN HALL

845 Mustang Drive, Tusayan Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice Mayor Montoya called the meeting to order at 6:00pm and the Pledge of Allegiance was recited.

2. ROLL CALL

Upon roll call, the following were present:

MAYOR BRYAN - Excused
VICE MAYOR MONTOYA

COUNCILMEMBER FITZGERALD
COUNCILMEMBER SANDERSON
COUNCILMEMBER RUETER

Also Present:

Tami Ryall, Interim Town Manager
Laura Matthews, Interim Town Clerk

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

None.

4. ACTION ITEMS

- A. Consideration, discussion, and possible approval of Resolution No. 2012-10: A resolution of the Mayor and Council of the Town of Tusayan, Coconino County, Arizona, declaring and adopting the results of the Primary Election held on August 28, 2012.**

Vice Mayor Montoya recused himself from the discussion and did not vote on this item, due to his name having appeared on the ballot for the Primary Election held on August 28, 2012.

Councilmember Rueter presided over the item as Chair.

During discussion, Councilmembers noted that Al Montoya was elected as councilmember in the Primary Election, and that Greg Bryan was nominated as councilmember to be voted upon at the General Election on November 6, 2012.

Councilmembers requested Interim Town Manager Ryall to talk with the Town's Attorney, Bill Sims, regarding the issue of write-in votes.

Councilmember Rueter moved to approve Resolution No. 2012-10. The motion was seconded by Councilmember Sanderson and passed on unanimous vote.

Vice Mayor Montoya returned to the meeting.

13. MOTION TO ADJOURN

There being no further business to come before the Council, Councilmember Rueter moved to adjourn the meeting at 6:09 p.m. The motion was seconded by Councilmember Sanderson and passed on unanimous vote.

VICE MAYOR MONTOYA

ATTEST:

TOWN CLERK

CERTIFICATION

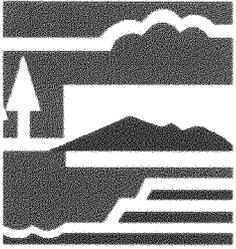
State of Arizona)
) ss.
Coconino County)

I, Melissa Malone, do hereby certify that I am the Town Clerk of the Town of Tusayan, County of Coconino, State of Arizona, and that the above minutes are a true and correct summary of the meeting of the Council of the Town of Tusayan held on September 12, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this _____ day of _____, 2012.

TOWN CLERK

ITEM NO. 7A



**Intergovernmental Agreement
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY ELECTIONS DEPARTMENT**

This Contract for Services is entered into this _____ day of _____, 2012 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and the **TOWN OF TUSAYAN**, hereinafter referred to as **JURISDICTION**, also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following election:

Type of Election: GENERAL ELECTION

Date of Election: <11/6/12>

Early Voting Begins:..... <10/11/12>

Last Day to Register to Vote :..... < 10/8/12>

Last Day to Request Early Ballot by Mail :..... < 10/26/12>

Last Day to Vote Early :..... < 11/2/12>

SECTION 2. CONTACT PERSONS FOR JURISDICTION

Contact Name: Town Manager

Legal Council: William J. Sims

Address: P.O. Box 709, Tusayan, AZ 86023

Address: Sims Murray, Ltd.

Telephone: 928-638-9909

Telephone: 602-772-5502

Fax: 928-638-9910

Fax: _____

E-mail: tusayantownmanager@gmail.com

E-mail: wjsims@simsmurray.com

Cell Phone: _____

Date of Department of Justice pre-clearance

Submission: _____

SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

The Coconino County Elections Department (CCED), or its designated agent, agrees to:

1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the Diebold AccuVote Optical Scan Voting System.

2. TRANSLATION

SPANISH: Translation of ballot text shall be provided by CCED. The jurisdiction is responsible for ensuring the CCED Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

NATIVE AMERICAN: If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. A translator must be present at each polling place affected on Election Day. Because CCED has been pre-cleared by the U.S. Department of Justice under Section 5 of the Voting Rights Act, all translation and translator(s) shall be provided for the jurisdiction by CCED.

3. BALLOTS

A. CCED or its vendor will mail the Sample Ballots provided:

- B. CCED shall provide all candidates with ballot proofs. The candidates shall have five days to notify CCED of any corrections to the ballot.

4. POLL WORKERS

CCED will recruit, train, provide and pay poll workers to conduct the polls on Election Day.

5. POLLING PLACES

CCED will designate and arrange for the polling places. (This includes reserving each site and mailing an agreement to each polling location.)

6. REGISTERS AND ROSTERS

- A. CCED will provide precinct registers and signature rosters.
- B. CCED VOTER LISTS, REGISTERS AND FILES CONTAIN RESTRICTED DATA – RELEASE OR DISTRIBUTION OF ALL OR ANY PORTION OF SUCH INFORMATION IS RESTRICTED AND IN SOME CASES PROHIBITED BY LAW, SUBJECT TO CRIMINAL PROSECUTION.

7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place supplies.

8. LOGIC AND ACCURACY TEST

- A. CCED will conduct the Logic and Accuracy Test of vote tabulating equipment.
- B. CCED will publish notice of the Logic and Accuracy Tests.

9. EARLY VOTING

CCED will conduct early voting by mail and at locations designated by CCED.

SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

- 1. Pay the following costs to CCED:

Elections consolidated with State or
Federal Elections:

\$2.00 per registered voter, plus:

- * Actual cost of information pamphlet preparation

- * Actual cost of Native American Outreach
- * Postage **ADVANCED** by entity to Vendor of CCED's choice

Or

\$50.00 Administrative fee for cancellation of election.

2. Publish and/or post all legal notices required by statute.
3. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257
4. **Submit its Pre-clearance request to the Department of Justice prior to the Election and notify CCED of DOJ's letter of no objection. (*Please note that Pre-clearance is required for any Special Election.)**

SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

JURISDICTION:

COCONINO COUNTY:

Date of adoption: _____

Date of adoption: _____

Coconino County Recorder _____

Greg Bryan, Mayor

Carl Taylor, Chairman
Board of Supervisors

ATTEST:

ATTEST:

Tusayan Town Clerk

Clerk of the Board

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

William J. Sims, Town Attorney

Deputy County Attorney

ITEM NO. 7B

Independent PROFESSIONAL SERVICES AGREEMENT

**Town of Tusayan, Tusayan, AZ
November 1, 2012**

This Independent Contractor Agreement (the agreement) is made and entered between Universal Mechanical Co. *dba* RobbCo, hereinafter referred to as "Service Provider", and the Town of Tusayan, Tusayan, AZ hereinafter referred to as "Town".

In consideration of the covenants and conditions hereinafter set forth, company and contractor agree as follows:

1. **SCOPE OF WORK.** The work to be performed by the contractor shall consist of providing services for general maintenance and repairs. The work to be performed may include but is not limited to:
 - a. Snow plowing as requested
 - b. General Maintenance and associated small repairs
 - c. Plumbing, electrical, mechanical, HVAC service as needed
 - d. Bus Stop Maintenance
 - e. Facilities and Infrastructure Maintenance

All work to be performed at time and materials (T&M) rates as described in the contract. The Town may option to purchase all materials and equipment to be used for service work. The Service Provider shall provide necessary coordination.

TERM: This agreement shall commence on November 1, 2012 and shall end within one (1) year of commencement date or if contract amount exceeds \$6,000.00, at which time term extensions and additional contract value may apply.

2. **CONTRACT PRICE:** The Town agrees to pay the Service Provider a retainer in the amount of \$500.00 per month for services over a one (1) year period, not to exceed \$6,000.00 for the year. The first payment is due within ten (10) days of signing this agreement. This contract is valid for a one (1) year period with options to extend on a yearly basis for future agreements. If the Service Provider is requested to perform services that will exceed the monthly retainer amount, the Service Provider may be allowed to bill/invoice for the actual amount over and above the retainer amount on a monthly basis with advance authorization from the Town, but not to exceed the total of the \$6,000.00 contract amount.
 - a. Service Provider shall bill labor based on the following rates:

Project Manager -	\$75.00/hr
Superintendent -	\$55.00/hr

Tradesman -	\$55.00/hr
Skilled Labor -	\$45.00/hr
General Labor -	\$36.00/hr

- b. Service Provider shall bill materials supplied at (Cost-Plus 10%)
 - c. Service Provider shall bill equipment rentals at (Cost-Plus 10%)
 - d. Service Provider shall bill for any subcontractors at (Cost-Plus 10%)
 - e. Service Provider shall bill travel at a rate of \$.55/mi (outside of Tusayan)
 - f. Service Provider shall pay all applicable taxes and insurance.
3. **PAYMENT SCHEDULE.** Service Provider shall submit invoices by the 15th of each month for the previous months work. All invoices are due upon receipt. In the event that materials and/or equipment requires (up-front payment), Service Provider may submit for payment within 10 days of receipt with prior authorization from the Town.
4. **WARRANTIES.** The work performed by the Service Provider shall be performed in a professional manner, and to be of high quality. The warranty of workmanship and material provided is limited to and shall not exceed a period of one year. With the exception of all manufacture warranties (if applicable).
5. **CLAIMS AND DISPUTES; BINDING ARBITRATION.** In the event of any dispute relating to this agreement, the dispute shall be settled by BINDING ARBITRATION in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Arizona.
6. **MICELLANEOUS.**
- a. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight carrier that guarantees next day delivery and provides a receipt to the address below.
 - b. **Insurance Certification.** The Service Provider shall provide the Town with proof of liability insurance, workman's comp insurance and W-9 prior to receiving final payment. Insurance required for this project is as follows:

INSURANCE REQUIREMENTS

(1) Worker's Compensation and Employer's Liability Insurance:
 WORKER'S COMPENSATION INSURANCE STATUTORY BENEFITS as provided by state statute; and EMPLOYER'S LIABILITY LIMITS:

- (a) \$500,000 Bodily Injury each Accident
- (b) \$500,000 Bodily Injury by Disease - Policy Limit
- (c) \$500,000 Bodily Injury by Disease - Each Employee

(2) Commercial General Liability Insurance

- (a) Limits of Liability
 - (i) \$1,000,000 Bodily Injury & Property Damage for Each Occurrence
 - (ii) \$1,000,000 Products/Completed Operations Aggregate
 - (iii) \$2,000,000 General Aggregate
 - (iv) \$1,000,000 Personal & Advertising Injury
 - (v) \$ 50,000 Fire Damage
 - (vi) \$ 5,000 Medical Expense

- (b) Coverage's should include but not limited to the following supplementary coverage's:
 - (i) Contractual Liability to cover liability assumed under this agreement,
 - (ii) Product and Completed Operations Liability Insurance
 - (iii) Broad Form Property Damage Liability Insurance
 - (iv) Explosion, collapse and underground hazards (deletion of the X, C, U exclusions) if such exposure exist, and
 - (v) Independent Contractors
 - (vi) Such policy shall include all of the coverage's, which may be included in coverage's, A, B, and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.

(3) Excess (Umbrella) Insurance:

- (a) Limits of Liability:

Contract Sum (Per occurrence/aggregate) Required	Minimum Limit
Up to \$2,499,999	\$1,000,000

- (b) Coverage's and Terms:
 - (i.) Occurrence Policies
 - (ii.) Excess of General Liability
 - (iii.) Excess of Employer's Liability
 - (iv.) Excess of Completed Operations

NOTE: Town of Tusayan shall be named as an additional insured on the policy.

- c. **Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any action described in this agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, and/or other cause beyond such parties reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a parties financial condition or negligence).

IN WITNESS WHEREOF: The parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators and assignees on the day and year above written.

TOWN OF TUSAYAN

**UNIVERSAL MECHANICAL CO.
dba ROBBCO
593 S. Carol Drive
Williams, AZ 86046**

Greg Bryan, Mayor Date

Date

By: _____

Its: _____

ATTEST:

Melissa A. Malone, Town Clerk

APPROVED AS TO FORM:

William J. Sims, Town Attorney

TENTATIVE FUTURE AGENDA AND EVENT CALENDAR

October 17, 2012 – Regular Council Meeting

1. Discussion on roundabout safety
2. County IGA on Election
3. Presentation on Planned Area Development Agreement timeline
4. Discussion and possible approval of a professional services contract with RobbCo for snow removal and general maintenance

October 23, 2012 – Planning and Zoning Commission Meeting

1. Discussion of process for developing a Tusayan General Plan

November 6, 2012 – Special Council Meeting - Workshop

1. Municipal Code Workshop: Chapter 13 (Parks and Recreation), Chapter 6 (Animals), and Chapter 11 (Offenses)

November 7, 2012 – Regular Council Meeting

1. Flood study update
2. Consideration and possible adoption of proposed changes to Tusayan Zoning Code
3. General Plan contract

November 14, 2012 – Regular Council Meeting

1. Swearing in of newly elected Councilmembers – Oath of Office
2. Presentation on Community Development Block Grant

November 21, 2012 – Regular Council Meeting - CANCEL

December 5, 2012 – Regular Council Meeting

1. Discuss extension of shuttle service for an additional month
2. Discussion and tentative outline for development of Tusayan Public Housing Authority

December 19, 2012 – Regular Council Meeting
