

## AGENDA

### TUSAYAN TOWN COUNCIL PUBLIC HEARING AND REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03  
Wednesday, March 6, 2013 @ 5:00pm  
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, March 6, 2013 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 GREG BRYAN	COUNCILMEMBER BILL FITZGERALD
VICE MAYOR AL MONTOYA	COUNCILMEMBER JOHN RUETER
	COUNCILMEMBER CRAIG 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. INTERVIEW OF PLANNING AND ZONING COMMISSIONER APPLICANT

The Town Council may decide to go into executive session pursuant to A.R.S. § 38-431.03.A.1 to interview persons to serve as Planning and Zoning Commissioner.

#### 5. PUBLIC HEARING TO TAKE PUBLIC COMMENT REGARDING USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

**6. CEREMONIAL AND/OR INFORMATIONAL MATTERS**

- A. Presentation by Coconino Community College on their activities and programs**

**7. 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 Town Council Meeting of 2/20/13 AND Workshop of 2/20/13**

- B. Accounts Payable Billings**

**8. COMMITTEE REPORTS**

**9. ACTION ITEMS**

- A. Consideration, discussion, and possible approval of an Intergovernmental Agreement between the Town of Tusayan and the Tusayan Fire District for the purchase of a ladder fire truck**

- B. Consideration, discussion, and possible adoption of Municipal Code Chapter 13 (Parks & Recreation)**

**10. DISCUSSION ITEMS**

- A. Update from Lt. Jim Coffey of the Coconino County Sheriff's Department**

**11. TOWN MANAGER'S REPORT**

**12. FUTURE AGENDA ITEMS**

**13. COUNCIL MEMBERS' REPORTS**

**14. MAYOR'S REPORT**

**15. DISCUSSION OF THE STILO DEVELOPMENT PROJECT AND OPTIONS FOR REVERTING ZONING PURSUANT TO THE TERMS CONTAINED IN THE PRE-ANNEXATION DEVELOPMENT AGREEMENT (PADA)**

**The Town Council may decide to go into executive session pursuant to A.R.S. § 38-431.03.A.3 and A.4 for legal advice concerning the Stilo development project and options for reverting zoning pursuant to the terms contained in the pre-annexation development agreement (PADA) and to give the Town attorney direction regarding same.**

**16. 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 28<sup>th</sup> day of February, 2013, at 11:08 pm in accordance with the statement filed by the Tusayan Town Council. DATED this 28<sup>th</sup> day of February, 2013

Melissa A. Malone  
Signature of person posting the agenda

ITEM NO. 7A

## **TUSAYAN TOWN COUNCIL WORKSHOP**

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

Wednesday, February 20, 2013 at 5:00pm

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

### **TOWN COUNCIL WORKSHOP SUMMARIZED MINUTES**

#### **1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Bryan called the meeting to order at 5:01pm and the Pledge of Allegiance was recited.

#### **2. ROLL CALL**

Upon roll call, the following were present:

**MAYOR GREG BRYAN**

**VICE MAYOR AL MONTOYA** – excused

**COUNCILMEMBER BILL FITZGERALD**

**COUNCILMEMBER CRAIG SANDERSON** – excused

**COUNCILMEMBER JOHN RUETER**

Also present were:

Tami Ryall, Interim Town Manager

Melissa Malone, Town Clerk

#### **3. WORKSHOP TO TAKE PUBLIC COMMENT REGARDING USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

Interim Manager Tami Ryall stated that there were 11 project proposals submitted to the Town for the use of CDBG funds. She also recommended that the Council choose one of the proposals that would add ADA (Americans with Disabilities Act) compliant access which would not require an income survey of the Town since it would not be possible to complete a survey in the timeline required by CDBG. There are 3 proposals which would add ADA compliant access and she recommended the Council choose the proposal for adding ADA-compliant restrooms to the Community Park since it would serve the highest number of residents.

Clarinda Vail asked questions about the 5-year CDBG cycle, the requirements for the income survey, and if funds can be added to a project. Manager Ryall stated that the Town will not be eligible for CDBG funds again for 5 years. Manager Ryall and Mayor Bryan explained that the income survey would require a very high response rate making it very difficult to complete in the CDBG timeline. They also stated that additional funds can be added to a project as long as they have been committed by 12/31/12.

#### **4. MOTION TO ADJOURN**

Councilmember Rueter moved to adjourn the meeting at 5:24pm. Councilmember Fitzgerald seconded the motion and it passed on unanimous vote.

\_\_\_\_\_  
Greg Bryan, Mayor                      Date

**ATTEST:**

\_\_\_\_\_  
Melissa A. Malone, Town Clerk

CERTIFICATION

State of Arizona            )  
  ) ss.  
Coconino County            )

I, Melissa A. 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 February 20, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 21<sup>st</sup> day of February, 2013.

\_\_\_\_\_  
TOWN CLERK

**TUSAYAN TOWN COUNCIL REGULAR MEETING**

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

Wednesday, February 20, 2013 @ 6:00pm

TUSAYAN TOWN HALL BUILDING

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 6:01pm and the Pledge of Allegiance was recited.

**2. ROLL CALL**

**MAYOR GREG BRYAN  
VICE MAYOR AL MONTOYA  
COUNCILMEMBER BILL FITZGERALD  
COUNCILMEMBER JOHN RUETER  
COUNCILMEMBER CRAIG SANDERSON**

Also present were:

Tami Ryall, Interim Town Manager  
Melissa Malone, Town Clerk

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

None

**4. CEREMONIAL AND/OR INFORMATIONAL MATTERS**

**A. Presentation by Coconino Community College on their activities and programs**

The Coconino Community College representatives were not able to attend tonight due to snow and road conditions.

**5. CONSENT AGENDA**

**A. Minutes of Town Council Workshop of 2/5/13 and Regular Meeting of 2/6/13**

**B. Accounts Payable Billings**

Councilmember Rueter made a motion to approve the Consent Agenda. Vice Mayor Montoya seconded the motion and it passed on unanimous vote.

**6. COMMITTEE REPORTS**

None

**7. DISCUSSION ITEMS**

**A. Updates from Lt. Jim Coffey of the Coconino County Sheriff's Department**

- a. **Town Marshall vehicle graphics**
- b. **Driver feedback radar signs**

Lt. Coffey was not able to attend the meeting due to illness.

## **B. Snow Play Area**

Councilmember Rueter supports creating a snow play area in the Tusayan area. He believes it could create a positive economic impact on the Town. He will contact Coconino County to discuss the Wing Mountain Snow Play area outside Flagstaff.

## **C. Town Christmas Tree**

Mayor Bryan has contacted the Arizona Department of Transportation (ADOT) about having a tree on ADOT property and has not yet received a response.

## **8. ACTION ITEMS**

### **A. Consideration, discussion, and possible approval of 2013 Calendar of Town Council and Planning & Zoning Commission meetings**

Manager Ryall presented a calendar of meetings and holidays for the remainder of the year. The following changes were made to upcoming meetings:

- Move the preliminary budget approval meeting to June 5<sup>th</sup>
- Cancel the meetings scheduled for July 2<sup>nd</sup> & 3<sup>rd</sup>
- Move the meeting scheduled for July 17<sup>th</sup> to July 24<sup>th</sup> to adopt final budget
- Add publication deadlines for the budget & public hearing dates

Manager Ryall will present the calendar at the Planning and Zoning Commission meeting on 2/26/13 to discuss conflicts with them.

Councilmember Rueter made a motion to approve the calendar. Vice Mayor Montoya seconded the motion and it passed on unanimous vote.

## **9. TOWN MANAGER'S REPORT**

- Manager Ryall gave a status on the current budget and stated that the Town is under budget on all items except on the Liquor License Attorney due to some late payments from last year. She stated that the additional costs can be covered by other legal expense funds.
- Manager Ryall gave an update on the Arizona Interagency Radio System (AIRS) project. She stated that estimates for integrating Tusayan into the system would be \$30,000. She is asking Coconino County to split the costs.

## **10. FUTURE AGENDA ITEMS**

Mayor Bryan asked the Council if they preferred keeping Councilmember Sanderson on the Planning & Zoning Commission or should a new commissioner be put in place. Councilmember Rueter voiced his appreciation of Councilmember Sanderson for serving as a liaison to commission. He stated that it was originally a temporary assignment and the goal was to involve more members of the public in the

Commission. He suggested that Councilmember remain a liaison to the Commission but that a new member be appointed.

The Council Retreat will be on March 19 2013.

The General Plan Town Hall will be on March 25, 2013.

The following were added to the agenda for the March 6, 2013 meeting:

- Intergovernmental Agreement with the Tusayan Fire District for the purchase of a ladder fire truck
- A resolution in support of veterans' benefits (a request from Mayor Jerry Nabours of Flagstaff)

#### **11. COUNCIL MEMBERS' REPORTS**

None

#### **12. MAYOR'S REPORT**

- The Mayor attended a GAMA meeting last week where a legislative report was covered. There are a number of legislative issues coming up including Transaction Privilege Tax (TPT) legislation HB2657. The League of Arizona Cities and Towns are in favor of 7 of the 10 points.
- Flagstaff Mayor Jerry Nabours is asking for letters of support to speed up processing of veterans' benefits acquisition.
- There is a NACOG meeting coming up on the 28<sup>th</sup> of February
- The Mayor met with State Representative Bob Thorpe. He and State Representative Brenda Barton will come to Tusayan and meet with Councilmembers soon.

#### **13. MOTION TO ADJOURN**

Councilmember Fitzgerald made a motion to adjourn the meeting at 6:51pm.  
Councilmember Sanderson seconded the motion and it passed on unanimous vote.

**ATTEST:**

\_\_\_\_\_  
**Greg Bryan, Mayor**

**Date**

\_\_\_\_\_  
**Melissa A. Malone, 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 February 20, 2013. I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 27<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Town Clerk

ITEM NO. 9A

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TOWN OF TUSAYAN AND  
TUSAYAN FIRE DISTRICT

This intergovernmental agreement ("Agreement") is entered into \_\_\_\_\_, between the Town of Tusayan ("TOWN") an Arizona municipal corporation and the Tusayan Fire District ("DISTRICT"), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261. The Town of Tusayan and the Tusayan Fire District may be referred to as a Party, or collectively, as parties in this Agreement.

RECITALS

- A. The DISTRICT operates, manages, and maintains fire and emergency medical services.
- B. The TOWN, an Arizona municipal corporation, seeks to obtain fire and emergency medical services of the residents within its incorporated boundary.
- C. The TOWN desires to partner with the DISTRICT in the provision of those services by providing funding for the purchase of a fire ladder apparatus ("Fire Ladder Apparatus") to be used by the DISTRICT.
- D. The District is authorized to enter into agreements to provide fire protection and emergency medical services to the Town pursuant to A.R.S. § 48-805.

NOW, THEREFORE, pursuant to A.R.S. § 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement.

This Agreement shall become effective upon execution by the parties. The DISTRICT shall have the right to terminate this Agreement upon written notice thereof to the TOWN in the event the TOWN fails to make payment due to the DISTRICT under this Agreement within thirty (30) calendar days after receiving written notice from the DISTRICT that such payment is due.

2. Method of Payment.

The TOWN shall make payment in full within thirty (30) days after receiving a written invoice from the DISTRICT.

3. Equipment Purchase.

The DISTRICT will be solely responsible for the purchase of the Fire Ladder Apparatus and shall seek to obtain the Fire Ladder Apparatus at the lowest possible price. The TOWN will provide funding of up to \$38,000 ("Town Funds") to the DISTRICT for the purchase of the Fire Ladder Apparatus within thirty (30) days after delivery to the TOWN of a purchase agreement signed by the DISTRICT as the purchaser of the Fire Ladder Apparatus. If the Fire Ladder Apparatus is not purchased by the DISTRICT within ten (10) days following delivery of the Town Funds to the DISTRICT, the DISTRICT shall return the Town Funds to the TOWN and this Agreement shall terminate.

4. Indemnification. To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. Dispute Resolution.

5.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if any indispensable party is unwilling to join the mediation.

5.2 Legal Action. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure. The parties agree that mediation under this Section 5 shall not toll the Notice of Claim requirements of A.R.S. § 12-821.01.

5.3 Litigation and Attorney Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6. Notices.

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified:

If to DISTRICT:

Tusayan Fire District Board  
C/O  
Robert Evans, Fire Chief  
Tusayan Fire District  
PO Box 3625  
Grand Canyon, AZ 86023

If to TOWN:

Tusayan Town Manager

Town of Tusayan  
PO Box 709  
Grand Canyon, AZ 86023

7. General Provisions.

- 7.1 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.
- 7.2 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral, or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties, and any modification or amendment will become effective on the date so specified.
- 7.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, either the TOWN or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.
- 7.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.
- 7.5 Non-Discrimination. The parties shall comply with the provisions of the Arizona Executive Order 2009-09 which is incorporated by reference as if fully set forth in this Agreement.
- 7.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Party that the warranting Party and its subcontractors, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the right to inspect the papers of any employee of the other Party or any subcontractor who works on this Agreement to ensure compliance with this warranty.
- 7.7 Compliance with All Laws. Both Parties will comply with all applicable Federal, State, County and Town laws, regulations and policies.

Town of Tusayan

Tusayan Fire District

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairperson

Attest:

Attest:

\_\_\_\_\_  
TOWN Clerk

Attorney's Approval:  
Approved, pursuant to A.R.S. § 11-952(D),  
as being in proper form and with the powers  
and authority granted under the laws of  
this State.

\_\_\_\_\_  
Attorney's Approval:  
Approved, pursuant to A.R.S. § 11-952(D),  
as being in proper form and with the powers  
and authority granted under the laws of  
this State.

\_\_\_\_\_  
TOWN Attorney

\_\_\_\_\_  
Attorney for the DISTRICT

**ITEM NO. 9B**

## CHAPTER 13

### PARKS AND RECREATION

#### ARTICLE 13-1

---

#### PARKS AND RECREATION CODE

---

- 13-1-1 General Provisions
- 13-1-2 Fees
- 13-1-3 Rules and Regulations
- 13-1-4 Interpretation of Rules
- 13-1-5 Penalty

---

#### SECTION 13-1-1 GENERAL PROVISIONS

---

##### **A. Exclusions**

The developing trails system for the town is excluded from this article.

##### **B. Hours of operation.**

1. All parks, playgrounds, recreational areas or facilities owned or managed by the Town shall be open for the use of the general public during the hours posted.
2. Use or occupancy of any public park outside of its posted hours of operation may be considered criminal trespass.

##### **C. Authority to Close Parks, Playgrounds.**

1. The Town Manager or designated representative(s) are hereby authorized to close any park, playground, recreational area or facility owned or managed by the Town, to all persons not properly authorized to be there, when an emergency exists that demands such closure for the protection of the public peace, health, safety, welfare, morals, or at the direction of the Council.
2. In the event the town manager or designated representative(s) directs the closure of any park, playground, recreational area or facility owned or managed by the Town, the date and time of such emergency closure shall be posted upon the property affected.
3. It is unlawful for any person, not properly authorized, to enter or fail to vacate any park, playground, recreational area, or facility when notice of emergency closure has been given.

---

#### SECTION 13-1-2 FEES

---

The Council shall establish and set by resolution, the amount of charges for activities sponsored by the parks and recreation department or for the use of any park property or facilities owned or managed by the Town. Fees are determined by Council Resolution on an annual basis. The Town Manager may require an additional clean-up deposit be provided for larger events, to be determined on a case-by-case basis.

---

#### SECTION 13-1-3 RULES AND REGULATIONS

---

The Council may adopt rules and regulations for use of Town owned or managed parks, recreation areas, and facilities by resolution.

---

SECTION 13-1-4 INTERPRETATION OF RULES

---

- A. The Town Manager shall interpret these rules and regulations and may act in any case not specifically covered herein.
- B. Any request not contemplated by the provisions of this article or any refusal of a permit request may be appealed in writing to the Town Manager, which may at his discretion decide such appeal or refer it to the Council.

---

SECTION 13-1-5 PENALTY

---

Violations of this article shall be a class 3 misdemeanor.